

No. 10383

United States
Circuit Court of Appeals

For the Ninth Circuit.

see Vol
2348

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

THOMPSON PRODUCTS, INC., a corporation,

Respondent.

Transcript of Record

In Three Volumes

VOLUME I

Pages 1 to 484

Upon Petition for Enforcement of an Order of the National
Labor Relations Board

FILED

MAY 14 1943

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vs.
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Respondent.

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Labor Relations Board

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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BOARD'S EXHIBIT No. 1-A

United States of America
Before The National Labor Relations Board
21st Region

Case No. XXI C2088

Date Filed 7/18, 1942

In the Matter of—

THOMPSON PRODUCTS, INC. (West Coast
Plant)

and

UNITED AUTOMOBILE, AIRCRAFT & AGRI-
CULTURAL IMPLEMENT WORKERS OF
AMERICA (UAW-CIO)

SECOND AMENDED CHARGE

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Thompson Products, Inc. (West Coast Plant) at Bell, California employing 350 workers in manufacture of valves and bolts for aircraft industry has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) and (2) of said Act, in that in 1937 said Company, by its officers, agents and employees, formed among its employees a labor organization known as Pacific Motor Parts Workers Association, and at all times since said date has dominated and interfered with the operation and administration of the said Pacific Motor Parts Workers Asso-

ciation, in violation of Section 8, subsection (2) of said Act.

By the acts set forth in the paragraph above, the Company, by its officers, agents and employees interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the said Act, in violation of Section 8, subsection (1) of said Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

UNITED AUTOMOBILE, AIR-
CRAFT & AGRICULTURAL
IMPLEMENT WORKERS OF
AMERICA (UAW-CIO)

By Clarence L. Johnson, Intl.
Representative, 5851 Avalon
Blvd., Los Angeles,
Calif. (ADams 8196)

Subscribed and sworn to before me this 18 day
of July, 1942. At Los Angeles, California.

E. M. ENGLISH

Field Examiner National Labor Relations Board,
21st Region, Los Angeles, Calif.

2 copies to Bd. 7/20/42 M. A.

BOARD'S EXHIBIT No. 1-B

[Title of Board and Cause.]

COMPLAINT

It having been heretofore charged by United Automobile, Aircraft and Agricultural Implement Workers of America, (UAW-CIO), herein called the United, that Thompson Products, Inc., a corporation, herein called the Respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, 49 Stat. 449, herein called the Act, the National Labor Relations Board, by the Regional Director for the Twenty-first Region as agent for the National Labor Relations Board, designated by the National Labor Relations Board Rules and Regulations, Series 2, as amended, hereby alleges:

1. The Respondent is and has been at all times herein mentioned a corporation organized under and existing by virtue of the laws of the State of Ohio, having its principal offices at 2196 Clarkwood Road, Cleveland, Ohio.

2. The Respondent is and has been at all times herein mentioned licensed to do business in the State of California. The Respondent owns and operates a plant and place of business located at 8354 Wilcox Avenue, Bell, California, herein called the West Coast Plant, and the Respondent is now, and has been at all times herein mentioned, engaged at the West Coast Plant in the manufacture, sale and dis-

tribution of aircraft engine bolts, assembly bolts and miscellaneous aircraft engine and fuselage parts.

3. The Respondent, in the course and conduct of its business and in the operation of its West Coast Plant, causes and has continuously caused large quantities of raw materials, consisting principally of steel, to be purchased and transported in interstate commerce from, into and through various and several states of the United States other than the State of California to the Respondent's West Coast Plant in the State of California. The aforesaid materials so purchased and transported in interstate commerce constitute approximately 85% of the total value of the materials purchased or used by the Respondent in the course and conduct of its business and in the operation of said West Coast Plant. Respondent annually purchases steel valued at not less than \$350,000.

4. The Respondent, in the course and conduct of its business and in the operation of its West Coast Plant, causes and has continuously caused large quantities of the products manufactured by it to be sold and transported in interstate commerce from said West Coast Plant in California to, through and into states of the United States other than the State of California. The aforesaid products so sold and transported in interstate commerce constitute approximately 65 per cent of the total value of the products sold or distributed by the Respondent from said West Coast Plant. The total value of the products sold or distributed by the Respondent, in the course and conduct of its business and in the opera-

tion of said West Coast Plant, is approximately \$1,500,000 annually.

5. The United is a labor organization as defined in Section 2 subdivision (5) of the Act.

Pacific Motor Parts Workers Alliance, herein called the Alliance, is a labor organization as defined in Section 2 subdivision (5) of the Act.

6. The Respondent, through its officers and agents, in the course and conduct of its business at its West Coast Plant, on or about July 1937 instigated the formation of the Alliance among its employees; and has at all times since that date, down to and including the date of the filing of this complaint, dominated and interfered with the formation and administration of the Alliance, made statements to its employees favoring the Alliance, permitted the Alliance to solicit members, collect dues and engage in other activities in the West Coast Plant during working hours, while at the same time denying such privileges to the United, assisted the Alliance in soliciting members, collecting dues and engaging in other activities in the plant during working hours and otherwise actively fostered, promoted and encouraged the formation and growth of the Alliance and contributed assistance and support to the Alliance.

7. The Respondent, on or about August 12, 1937 entered into a written agreement with the Alliance covering wages, hours, and working conditions and recognizing it as the exclusive collective bargaining agent of all the employees at Respondent's West Coast Plant. Said agreement, together with cer-

tain amendments thereto and renewals thereof, has remained in full force and effect from on or about August 12, 1937, to and including the date of issuance of this Complaint.

8. By the acts described in paragraphs 6 and 7 above, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subdivision (2) of the Act. Further, the agreement described in paragraph 7 above, together with any amendments thereto and any modification, extension or renewal thereof, is invalid and void.

9. The Respondent, through its officers, supervisory employees and agents, in the course and conduct of its business at its West Coast Plant has, from on or about July 1937 down to and including the date of filing of this complaint, interrogated employees with respect to the United and its activities, warned its employees that if the United were organized among them the West Coast Plant would be closed and its equipment moved to another location, refused to permit employees to engage in activities in behalf of the United on the company's premises or during working hours, while at the same time permitting members of the Alliance to engage in such activities on behalf of the Alliance on the plant premises during work hours, and has attempted to persuade employees not to join the United, for the purpose of inducing the employees to forego the exercise of rights guaranteed them under Section 7 of the Act, and for the further purpose of undermining the United as a representative of the employees.

10. By the acts set forth in paragraphs 6, 7 and 9 above the Respondent has interfered with, restrained and coerced and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed to them in Section 7 of the Act, and has thereby engaged in and is thereby engaging in unfair labor practices within the meaning of Section 8, subdivision (1) of the Act.

11. The acts of the Respondent set forth in paragraphs 6, 7 and 9 above occurring in connection with the operations of the Respondent, described in paragraphs 1, 2, 3 and 4 above, have a close, intimate and substantial relation to trade, traffic and commerce among and between the several states of the United States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

12. The aforesaid acts of the Respondent set forth in paragraphs 6, 7 and 9 above constitute unfair labor practices affecting commerce within the meaning of Section 8 subdivisions (1) and (2), and Section 2 subdivisions (6) and (7) of the Act.

Wherefore, the National Labor Relations Board on this 28th day of August, 1942, issues its Complaint against Thompson Products, Inc., the Respondent herein.

[Seal]

WM. R. WALSH

Regional Director, National
Labor Relations Board,
Twenty-first Region, 808 U.
S. Post Office and Court-
house, Los Angeles, Califor-
nia.

BOARD'S EXHIBIT No. 1-C

[Title of Board and Cause.]

NOTICE OF HEARING

Please Take Notice that on the 14th day of September, 1942, at 10:00 o'clock in the forenoon in Room 808, U. S. Post Office and Court House, Los Angeles, California, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Second Amended Charge upon which the Complaint is based is attached hereto.

You are further notified that you have the right to file with the Regional Director for the 21st Region, with offices at Room 808, U. S. Post Office and Court House, Los Angeles, California, acting in this matter as agent of the National Labor Relations Board, an answer to the said Complaint, within ten (10) days from the service thereof.

Please Take Notice that duplicates of all exhibits which are offered in evidence will be required unless, pursuant to request or motion, the Trial Examiner in the exercise of his discretion and for good cause shown, directs that a given exhibit need not be duplicated.

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Regional Direc-

tor for the 21st Region on this 28th day of August, 1942.

[Seal]

WM. R. WALSH

Regional Director, National
Labor Relations Board,
Twenty-first Region, U. S.
Post Office & Court House,
Los Angeles, California

BOARD'S EXHIBIT No. 1-D

[Title of Board and Cause.]

AFFIDAVIT AS TO SERVICE

State of California,
County of Los Angeles—ss.

I, Marion Riemer, being duly sworn, depose and say that I am an employee of the National Labor Relations Board, in the 21st Region at Los Angeles, California, on the 29th day of August, 1942, I served by postpaid registered mail, bearing Government frank, a copy of Complaint, Notice of Hearing, and Second Amended Charge to the following named persons, addressed to them at the following addresses:

Thompson Products, Inc.
2196 Clarkwood Road
Cleveland, Ohio

Thompson Products, Inc.
8354 Wilcox Avenue
Bell, California

United Automobile Aircraft & Agricultural Im-
plement Workers of America (UAW-CIO)
5851 Avalon Boulevard
Los Angeles, California

Pacific Motor Parts Workers Alliance
Howard Curtis Baldwin, President
7727 Wilcox Avenue
Bell, California

MARION RIEMER

Subscribed and sworn to before me this 29th day
of August, 1942.

[Seal] (Illegible) LYONS

Notary Public in and for the County of Los An-
geles, State of California.

My Commission Expires Nov. 24, 1943.

BOARD'S EXHIBIT 1-D

Form 3806 (Rev. Jan. 21, 1935) (Postmark of)
Receipt for Registered Article No. 399380.

Registered at the Post Office indicated in the
Postmark.

Fee paid 15 cents. Class postage

Declared value Surcharge paid, \$.

Return Receipt fee Spl. Del'y fee

Delivery restricted to addressee: in person,
or order Fee paid

Accepting employee will place his initials in
space indicating restricted delivery.

Postmaster, per (Mailing Office)

(Stamped)—Los Angeles, Calif. Registered. Aug. 29 1942. Return Receipt Requested. Fee Paid. No Value.

(Receipt for Registered Article No. 399381 identical with above except for number.)

(Receipt for Registered Article No. 399382 identical with above except for number.)

(Receipt for Registered Article No. 399383 identical with above except for number.)

(Post Card)

C 2088 (Illegible)

Penalty for Private Use to Avoid Payment of
Postage, \$300

Postmark of Delivering Office

Post Office Department

Official Business

Return to National Labor Relations Board.

(Street and Number, or Post Office Box)—U. S.
Post Office & Court House Bldg., Los Angeles,
California.

Registered Article.

No. 399380.

Insured Parcel.

No.....

Los Angeles, California.

(Stamped)—Cleveland, Ohio 8 Sep 2 8:30 PM
1942.

Return Receipt

Received from the Postmaster the Registered or
Insured Article, the original number of which ap-
pears on the face of this Card.

1—(Signature or name of addressee)—Thompson Products.

2 — (Signature of addressee's agent — Agent should enter addressee's name on line One above)—L. Smetana.

Date of delivery 9/2, 1942.

(Stamped)—Received Sep 7 1942. National Labor Relations Board, Twenty-first Region, Los Angeles.

[3 additional cards identical with above except as follows:

No. 399381 bears post office stamp of Bell, Calif., Aug. 31, 1942, and is signed as follows: 1—Thompson Products Inc. 2—Leonard Stampfl. Date of delivery Aug 31 1942.

No. 399382 bears post office stamp of Los Angeles, Calif., Sept. 2, 1942, and is signed as follows: 1—UAW-CIO. 2—A. Gilbert. Date of Delivery 8/31-1942.

No. 399383 bears post office stamp of Bell, Calif., Aug. 31, 1942, and is signed as follows: 1—Howard Curtis Baldwin. 2—Vera M. Baldwin. Date of delivery Aug 31 1942.]

BOARD'S EXHIBIT No. 1-F

[Title of Board and Cause.]

MOTION FOR CONTINUANCE

To the Regional Director, Twenty-First Region,
National Labor Relations Board, Los Angeles,
California:

Thompson Products, Inc., respondent in the above entitled action, hereby moves that the trial of the above case be continued to a date on or after September 28, 1942, on the following grounds:

(1) That Mr. Paul Hileman is the officer in charge of the Los Angeles Division of respondent, and is in charge of and familiar with matters occurring at the Los Angeles Division set forth in the Complaint.

(2) That respondent feels that Mr. Hileman should be present at the hearing and participate therein, and that no one else in the organization can take his place.

(3) Said Mr. Hileman has now made train reservations to leave Los Angeles Sunday, September 6th, for Cleveland, Ohio, and return reservations which will permit him to arrive in Los Angeles on September 23rd.

(4) That in addition to the possible difficulty of obtaining additional reservations, the prospective trip should not be postponed because its purpose is to make plans for expansion of the facilities of respondent herein in Los Angeles at the earliest possible moment, and no one else can make the trip for said purposes except Mr. Hileman.

(5) That the request for a continuance of at least two weeks is based on the fact that Mr. Hileman might be detained for a few days in his return, and upon his return will have to familiarize himself with the matters involved in the hearing.

Wherefore, respondent prays that the above entitled case now set for hearing on September 14, 1942, be continued to a date not earlier than September 28, 1942.

Respectfully submitted,

LATHAM & WATKINS

By RICHARD W. LUND

Attorneys for Respondent

BOARD'S EXHIBIT No. 1-G

[Title of Board and Cause.]

ORDER AND NOTICE OF CONTINUANCE

This matter having come before William R. Walsh, Regional Director for the Twenty-first Region, National Labor Relations Board, upon motion of Latham and Watkins, attorneys for Thompson Products, Inc., requesting a continuance of the hearing in this matter;

And said motion being duly considered and a continuance of the hearing herein appearing to be necessary and proper;

It Is Hereby Ordered that the hearing herein, heretofore scheduled to begin on the 14th day of September, 1942, shall be, and it hereby is, continued to September 28, 1942, on which date the hearing shall be held at 10:00 a.m. at the place stated in the Notice of Hearing heretofore issued herein.

Dated: At Los Angeles, California, this 2nd day of September, 1942.

[Seal] WM. R. WALSH

Regional Director, 21st Region National Labor Relations Board U. S. Post Office & Court House
Los Angeles, California

[Title of Board and Cause.]

AFFIDAVIT AS TO SERVICE

State of California

County of Los Angeles—ss.

I, Marion Riemer, being duly sworn, depose and say that I am an employee of the National Labor Relations Board, in the 21st Region at Los Angeles, California, on the 2nd day of September, 1942, I served by postpaid registered mail, bearing Government frank, a copy of Order and Notice of Continuance to the following named persons, addressed to them at the following addresses:

Thompson Products, Inc.

2196 Clarkwood Road

Cleveland, Ohio

Thompson Products, Inc.

8354 Wilcox Avenue

Bell, California

United Automobile Aircraft & Agricultural Implement Workers of America (UAW-CIO)

5851 Avalon Boulevard

Los Angeles, California

Pacific Motor Parts Workers Alliance
Howard Curtis Baldwin, President
7727 Wilcox Avenue
Bell, California

MARION RIEMER

Subscribed and sworn to before me this 2nd day
of September, 1942.

(Illegible) LYONS

Notary Public in and for the County of Los An-
geles, State of California.

My Commission Expires Nov. 24, 1943.

BOARD'S EXHIBIT No. 1-I

Form 3806 (Rev. Jan. 21, 1935) (Postmark of)
Receipt for Registered Article No. 380396.

Registered at the Post Office indicated in the
Postmark.

Fee paid 15 cents. Class postage

Declared value Surcharge paid, \$.

Return Receipt fee Spl. Del'y fee

Delivery restricted to addressee: in person,
or order Fee paid

Accepting employee will place his initials in
space indicating restricted delivery.

Postmaster, per (Mailing Office)
(Stamped)—Los Angeles, Calif. Registered. Sep
2 1942. Return Receipt Requested. Fee Paid. No
Value.

(Receipt for Registered Article No. 380397 iden-
tical with above except for number.)

(Receipt for Registered Article No. 380398 identical with above except for number.)

(Receipt for Registered Article No. 380399 identical with above except for number.)

(Post Card)

C 2088 (Illegible)

Penalty for Private Use to Avoid Payment of
Postage, \$300

Postmark of Delivering Office

Post Office Department

Official Business

Return to National Labor Relations Board.

(Street and Number, or Post Office Box)—U. S.
Post Office & Court House Bldg., Los Angeles,
California.

Registered Article.

No. 380396.

Insured Parcel.

No.....

Los Angeles, California.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 (Signature or name of addressee)—T P Inc.

2 (Signature of addressee's agent—Agent should enter addressee's name on line One above)—(Illegible).

Date of delivery—9-9, 1942. (Stamped also "Sep 8 1942")

[3 additional cards identical with above except as follows:

No. 380397 bears post office stamp of Bell, Calif., Sept. 3, 1942, and is signed as follows: 1—Thompson Products, Inc. 2—Leonard Stampfli. Date of delivery 9/3/1942.

No. 380398 bears post office stamp of Los Angeles, Calif., Sept. 3, 1942, and is signed as follows: 1—UAWA. 2—Sherry Wallace. Date of delivery 9/3/1942.

No. 380399 bears post office stamp of Bell, Calif., Sept. 4, 1942, and is signed as follows: 1—Howard Curtis Baldwin. 2—Vera M. Baldwin. Date of delivery Sept 3/1942]

BOARD'S EXHIBIT No. 1-J

[Title of Board and Cause.]

MOTION FOR CONTINUANCE

To the Regional Director, Twenty-first Region,
National Labor Relations Board, Los Angeles,
California:

Thompson Products, Inc., respondent in the above entitled action, hereby moves that the trial of the above case be continued to a date on or after October 1, 1942, on the following grounds:

That the date of September 28, 1942 to which the hearing has now been continued will not enable Mr. Ray Livingstone to be here until the trial starts. Mr. Ray Livingstone is the

only person in the company familiar with the events which occurred back in 1937 and it is essential that he be here at least two (2) days before the trial starts. Mr. Livingstone has a meeting of some importance in New York on September 24, 1942 at which he is to make an address and the meeting has been scheduled for quite some time.

Wherefore, respondent prays that the above entitled case now set for hearing on September 28, 1942, be continued to a date not earlier than October 1, 1942.

Respectfully submitted,

LATHAM & WATKINS

By RICHARD W. LUND

Attorneys for Respondent

(AFFIDAVIT OF SERVICE BY MAIL—
1013a, C. C. P.)

[Title of Board and Cause.]

AFFIDAVIT OF SERVICE OF MOTION FOR
CONTINUANCE.

State of California,

County of Los Angeles—ss.

C. D. Zuppann, being first duly sworn, says: That affiant is a citizen of the United States and a resident of the County of Los Angeles; that affiant is over the age of eighteen years and is not a party to the within and above entitled action; that affiant's business address is: 1112 Title Guarantee

Bldg., 5 & Hill, that on the 4th day of September, 1942, affiant served the within Motion for Continuance on the Union in said action, by placing a true copy thereof in an envelope addressed to said Union, at the office address of said Union, as follows: (Here quote from envelope name and address of addressee.) "United Automobile, Aircraft & Agricultural Implement Workers of America (UAW-CIO) 5851 Avalon Blvd., Los Angeles, Calif. Attention: Clarence L. Johnson"; and by then sealing said envelope and depositing the same, with postage thereon fully prepaid, in the United States Post Office at Los Angeles, California, where is located the office of said Union.

That there is delivery service by United States mail at the place so addressed, or there is a regular communication by mail between the place of mailing and the place so addressed.

C. D. ZUPPANN

Subscribed and sworn to before me this 4th day of September, 1942.

[Seal] ISOBEL V. HUGHES

Notary Public in and for the County of Los Angeles, State of California.

BOARD'S EXHIBIT No. 1-K

[Title of Board and Cause.]

ORDER AND NOTICE OF CONTINUANCE

This matter having come before William R. Walsh, Regional Director for the Twenty-first Re-

gion, National Labor Relations Board, upon motion of Latham and Watkins, attorneys for Thompson Products, Inc., requesting a continuance of the hearing in this matter;

And said motion being duly considered and a continuance of the hearing herein appearing to be necessary and proper;

It Is Hereby Ordered that the hearing herein, heretofore scheduled to begin on the 28th day of September, 1942, shall be, and it hereby is, continued to October 1, 1942, on which date the hearing shall be held at 10:00 a.m., at the place stated in the Notice of Hearing heretofore issued herein.

Dated: At Los Angeles, California, this 9th day of September, 1942.

[Seal] WM. R. WALSH

Regional Director, 21st Region National Labor Relations Board, U. S. Post Office & Court House, Los Angeles, California.

BOARD'S EXHIBIT No. 1-L

[Title of Board and Cause.]

AFFIDAVIT AS TO SERVICE

State of California,
County of Los Angeles—ss:

I, Marion Riemer, being duly sworn, depose and say that I am an employee of the National Labor Relations Board, in the 21st Region at Los Angeles, California, on the 9th day of September 1942, I served by postpaid registered mail, bearing Govern-

ment frank, a copy of Order and Notice of Continuance, dated September 9, 1942, to the following named persons, addressed to them at the following addresses:

Thompson Products, Inc.
2196 Clarkwood Road
Cleveland, Ohio

Thompson Products, Inc.
8354 Wilcox Avenue
Bell, California

United Automobile Aircraft & Agricultural
Implement Workers of America (UAW-
CIO)
5851 Avalon Boulevard
Los Angeles, California

Pacific Motor Parts Workers Alliance
Howard Curtis Baldwin, President
7727 Wilcox Avenue
Bell, California

MARION RIEMER

Subscribed and sworn to before me this 9th day
of September, 1942.

[Seal] (Illegible) LYONS

Notary Public in and for the County of Los Angeles,
State of California. My commission expires
Nov. 24, 1943.

Form 3806 (Rev. Jan. 21, 1935) (Postmark of)
Receipt for Registered Article No. 381037.

Registered at the Post Office indicated in the
Postmark.

Fee paid 15 cents. Class postage

Declared value Surcharge paid, \$.

Return Receipt fee Spl. Del'y fee

Delivery restricted to addressee: in person,
or order Fee paid

Accepting employee will place his initials in
space indicating restricted delivery.

Postmaster, per (Mailing Office)
(Stamped)—Los Angeles, Calif. Sep 9 1942. Reg-
istered.

(Stamped)—Return Receipt Requested. Fee
Paid.

[Receipt for Registered Article No. 381038 iden-
tical with above except for Number.

Receipt for Registered Article No. 381039 iden-
tical with above except for Number.

Receipt for Registered Article No. 381040 iden-
tical with above except for Number.]

(Post Card)

C 2088 (Illegible)

Post Office Department

Official Business

Penalty for Private Use to Avoid Payment of
Postage, \$300

Postmark of Delivering Office

Bell, Calif., Sep. 10, 1942. 6 p.m.

Return to National Labor Relations Board.

(Street and Number, or Post Office Box)—U. S.
Post Office & Court House Bldg., Los Angeles,
California.

Registered Article.

No. 381037.

Insured Parcel.

No.....

Los Angeles, California.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1—(Signature or name of addressee)—Thompson Products Inc.

2—(Signature of addressee's agent — Agent should enter addressee's name on line One above)—Leonard Stampfli.

Date of delivery—9-10, 1942.

3 additional cards identical with above except as follows:

No. 381038 bears postoffice stamp of Cleveland, Ohio, Sept. 14, 1942, and is signed as follows:

1—T. P. Inc.

2—J. G. Pishaw

Date of delivery Sep 12 1942

No. 381039 bears postoffice stamp of Bell, Calif., Sept. 10, 1942, and is signed as follows:

1—Howard Curtis Baldwin

2—Vera M. Baldwin

Date of delivery Sep 10 1942

No. 381040 bears postoffice stamp of Los Angeles, Calif., Sept. 10, 1942, and is signed as follows:

1—UAW-CIO

2—Dorothy Eckert

Date 9/9/1942

BOARD'S EXHIBIT No. 1-M

[Title of Board and Cause.]

MOTION TO STRIKE OR IN THE ALTERNATIVE FOR A BILL OF PARTICULARS

Thompson Products, Inc., respondent in the above-entitled action hereby moves:

I.

That the following be stricken from the complaint on file herein, the basis for the motion to strike being that the matters hereinafter referred to are conclusions and not statements of fact:

1. In paragraph 6, the following:

(a) In line 3 the word "instigated."

(b) In line 5 the words "dominated and interfered."

(c) In lines 6 and 7 the words "made statements to its employees favoring the Alliance."

(d) In line 7 the words "permitted the Alliance to solicit members."

(e) In line 8 the words "engage in other activities."

(f) In lines 9 and 10 the words "assisted the Alliance in soliciting members, collecting dues and engaging in other activities."

(g) In lines 10 and 11 the following words "otherwise actively fostered, promoted and encouraged the formation and growth."

2. In paragraph 8 the following appearing in lines 3 to 6, inclusive: "Further, the agreement described in paragraph 7 above, together with any

amendments thereto and any modification, extension or renewal thereof, is invalid and void."

3. In paragraph 9, the following:

(a) In lines 4 and 5 the words "interrogated employees with respect to the union and its activities."

(b) In line 5 the words "warned its employees."

(c) In lines 7 and 8 the words "refused to permit employees to engage in activities in behalf of the United."

(d) In lines 9 and 10 the words "while at the same time permitting members of the Alliance to engage in such activities."

(e) In line 11 the words "and has attempted to persuade employees."

(f) In line 12 the words "for the purpose of inducing the employees."

(g) In line 14 the words "and for the further purpose of undermining the United."

II.

Or in the alternative as to any of the foregoing not stricken that the particular facts, in concise form, be set forth in a bill of particulars with respect to each of the foregoing matters. This alternative portion of the motion is based on the premise that respondent is unable to prepare for the defense of this action because of the conclusions and generalities contained in the complaint and hereinabove moved to be stricken.

Wherefore, respondent prays that the foregoing

motion to strike or in the alternative motion for a bill of particulars be granted as to each of the matters hereinabove set forth.

Respectfully submitted,

LATHAM & WATKINS

By PAUL N. WATKINS

Attorneys for Respondent.

BOARD'S EXHIBIT No. 1-N

[Title of Board and Cause.]

MOTION TO DISMISS

Thompson Products, Inc., respondent in the above-entitled action hereby moves that the complaint on file herein be dismissed on the following grounds:

1. That the activities complained of took place some five and one-half years ago; that during all of said period, the alleged facts were known by the charging union; that while public policy is allegedly involved, it is of greater importance that the National Labor Relations Act be administered in a manner fair to respondent; and that this delay results in an unfairness to respondent in that it is unable at this late date to adequately defend itself with respect to matters occurring that long ago.

2. That the charges upon which the complaint is based are insufficient and do not conform with the Rules and Regulations, Series 2, as amended, particularly subdivision c, Section 4 of Article II.

Wherefore, respondent prays that the complaint on file herein be dismissed forthwith.

Respectfully submitted,

LATHAM & WATKINS

By PAUL N. WATKINS

Attorneys for Respondent

BOARD'S EXHIBIT No. 1-O

[Title of Board and Cause.]

ANSWER OF RESPONDENT

Thompson Products, Inc., respondent in the above-entitled action for answer to the complaint on file herein admits, denies, alleges and explains as follows:

1. Admits the allegations contained in paragraph 1.
2. Admits the allegations contained in paragraph 2.
3. Admits the allegations contained in paragraph 3, except with respect to the purchase and transportation of materials in interstate commerce, and in this connection alleges that a substantial portion of such materials comes indirectly and not directly to respondent from the several states.
4. Admits the allegations contained in paragraph 4, except that in connection with the sale of the products of respondent, a very substantial amount thereof is actually sold within the State of California and is not shipped by respondent through and into states of the United States other than the State of California.

5. Admits the allegations contained in paragraph 5.

6. Denies each and every allegation, matter and fact contained in paragraph 6. In this connection, respondent alleges that it or its predecessor has had a valid collective bargaining agreement with the Alliance for a long period of time, and that the Alliance has done only such things on company time or property as are permitted of a bargaining agency under such circumstances.

7. Admits the allegations contained in paragraph 7, except the allegation that respondent entered into an agreement on or about August 12, 1937 and renewed it from time to time. In this connection, respondent alleges that its first contract with the Alliance occurred after July 1, 1940.

8. Denies each and every allegation, matter and fact contained in paragraph 8.

9. Denies each and every allegation, matter and fact contained on paragraph 9.

10. Denies each and every allegation, matter and fact contained in paragraph 10.

11. Denies each and every allegation, matter and fact contained in paragraph 11. In this connection, respondent alleges that its relationships with its employees and the Alliance during the period described in the complaint have tended to lessen labor disputes burdening and obstructing commerce and the free flow of commerce, and will continue in the future so to do, and further that should the relief requested in the complaint be

granted, the result of that action will be that it will lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

12. Denies each and every allegation, matter and fact contained in paragraph 12.

Wherefore, respondent prays that the complaint on file herein be dismissed with prejudice.

Respectfully submitted,

LATHAM & WATKINS

By PAUL N. WATKINS

Attorneys for Respondent whose Post Office address is 8354 Wilcox Avenue, Bell, California.

State of California,

County of Los Angeles—ss.

Paul D. Hileman, being first sworn, says: That he is the Plant Manager of respondent's Los Angeles County operations; that there are no officers of respondent in the State of California and for that reason affiant makes this verification on respondent's behalf and as its attorney in fact; that he has read the foregoing answer and knows the contents thereof and the same is true of his own knowledge, except as to those matters which are therein stated on his information or belief; and as to those matters he believes it to be true.

PAUL D. HILEMAN

Subscribed and sworn to before me this 4th day of September, 1942.

[Seal]

NEVA V. JOCKISCH

Notary Public in and for said County and State.

My commission expires November 4, 1945.

BOARD'S EXHIBIT No. 1-P

[Title of Board and Cause.]

THIRD AMENDED CHARGE

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Thompson Products, Inc. (West Coast Plant) at Bell, California, employing 350 workers in manufacture of valves and bolts for aircraft industry has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) and (2) of said Act, in that in 1937 said Company, by its officers, agents and employees, formed among its employees a labor organization known as Pacific Motor Parts Workers Alliance, and at all times since said date has dominated and interfered with the operation and administration of the said Pacific Motor Parts Workers Alliance, in violation of Section 8, subsection (2) of said Act. By the acts set forth in the paragraph above, and by other acts and statements, the Company, by its officers, agents and employees interfered with, restrained and coerced, and is interfering with, restraining and coercing, its employees in the exercise of the rights guaranteed in Section 7 of the said Act, in violation of Section 8, subsection (1) of said Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor or-

ganization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

UNITED AUTOMOBILE, AIR-
CRAFT & AGRICULTURAL
IMPLEMENT WORKERS OF
AMERICA (UAW-CIO)

By CLARENCE L. JOHNSON

Intl. Representative, 5851
Avalon Blvd., Los Angeles,
Calif. Phone: ADams 8196.

Subscribed and sworn to before me this 16 day
of Sept., 1942, at Los Angeles, California.

ROBERT C. MOORE

Attorney, National Labor Re-
lations Board, 21st Region,
Los Angeles, Calif.

2 copies to Bd. 9-16-42. Mc.

BOARD'S EXHIBIT No. 1-Q

[Title of Board and Cause.]

AMENDED COMPLAINT

It having been heretofore charged by United Automobile, Aircraft and Agricultural Implement Workers of America, (UAW-CIO), herein called the United, that Thompson Products, Inc., a corporation, herein called the Respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act,

49 Stat. 449, herein called the Act, the National Labor Relations Board, by the Regional Director for the Twenty-first Region as agent for the National Labor Relations Board, designated by the National Labor Relations Board Rules and Regulations, Series 2, as amended, hereby alleges:

1. The Respondent is and has been at all times herein mentioned a corporation organized under and existing by virtue of the laws of the State of Ohio, having its principal offices at 2196 Clarkwood Road, Cleveland, Ohio.

2. The Respondent is and has been at all times herein mentioned licensed to do business in the State of California. The Respondent owns and operates a plant and place of business located at 8354 Wilcox Avenue, Bell, California, herein called the West Coast Plant, and the Respondent is now, and has been at all times herein mentioned, engaged at the West Coast Plant in the manufacture, sale and distribution of aircraft engine bolts, assembly bolts and miscellaneous aircraft engine and fuselage parts.

3. The Respondent, in the course and conduct of its business and in the operation of its West Coast Plant, causes and has continuously caused large quantities of raw materials, consisting principally of steel, to be purchased and transported in interstate commerce from, into and through various and several states of the United States other than the State of California to the Respondent's West Coast Plant in the State of California. The aforesaid materials so purchased and transported in inter-

state commerce constitute approximately 85 per cent of the total value of the materials purchased or used by the Respondent in the course and conduct of its business and in the operation of said West Coast Plant. Respondent annually purchases steel for said West Coast Plant valued at not less than \$350,000.

4. The Respondent, in the course and conduct of the business and in the operation of its West Coast Plant, causes and has continuously caused large quantities of the products manufactured by it to be sold and transported in interstate commerce from said West Coast Plant in California to, through and into states of the United States other than the State of California. The aforesaid products so sold and transported in interstate commerce constitute approximately 65 percent of the total value of the products sold or distributed by the Respondent from said West Coast Plant. The total value of the products sold or distributed by the Respondent, in the course and conduct of its business and in the operation of said West Coast Plant, is approximately \$1,500,000 annually.

5. The United is a labor organization as defined in Section 2 subdivision (5) of the Act.

Pacific Motor Parts Workers Alliance, herein called the Alliance, is a labor organization as defined in Section 2 subdivision (5) of the Act.

6. The Respondent, through its officers and agents, in the course and conduct of its business at its West Coast Plant, on or about July 1937 instigated the formation of the Alliance among its em-

ployees; and has at all times since that date, down to and including the date of the filing of this Amended Complaint, dominated and interfered with the formation and administration of the Alliance, made statements to its employees favoring the Alliance, permitted the Alliance to solicit members, collect dues and engage in other activities in the West Coast Plant during working hours, while at the same time denying such privileges to the United, assisted the Alliance in soliciting members, collecting dues and engaging in other activities in the plant during working hours, permitted employees to leave their work during regularly scheduled working hours to attend meetings of the Alliance, and otherwise actively fostered, promoted and encouraged the formation and growth of the Alliance and contributed assistance and support to the Alliance.

7. The Respondent, on or about August 12, 1937, entered into a written agreement with the Alliance covering wages, hours, and working conditions and recognizing it as the exclusive collective bargaining agent of all the employees at Respondent's West Coast Plant. Said agreement, together with certain amendments thereto and renewals thereof, by its terms remained in full force and effect from on or about August 12, 1937, to and including November 10, 1941. On or about November 10, 1941, Respondent entered into a further written agreement with the Alliance recognizing it as the exclusive collective bargaining agent for all employees at the West

Coast Plant and covering wages, hours and working conditions. Said agreement by its terms has remained in full force and effect from on or about November 10, 1941, to and including the date of issuance of this Amended Complaint.

8. By the acts described in paragraphs 6 and 7, above, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subdivision (2) of the Act. Further, the agreements described in paragraph 7 above, together with any amendments thereto and any modifications, extensions, or renewals thereof, are invalid and void.

9. The Respondent, through its officers, supervisory employees and agents, in the course and conduct of its business at its West Coast Plant has, from on or about April 1937 down to and including the date of filing of this Amended Complaint, caused one of its employees to join the United for the purpose of observing and reporting to Respondent the activities of the United and solicited and received reports of the activities of the United from said employee, interrogated employees with respect to the United and its activities, warned its employees that if the United were organized among them the West Coast Plant would be closed and its equipment moved to another location, and has attempted to persuade employees not to join the United, for the purpose of inducing the employees to forego the exercise of rights guaranteed them under Section 7 of the Act, and for the further purpose of

undermining the United as a representative of the employees.

10. By the acts set forth in paragraphs 6, 7 and 9 above the Respondent has interfered with, restrained and coerced and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed to them in Section 7 of the Act, and has thereby engaged in and is thereby engaging in unfair labor practices within the meaning of Section 8 subdivision (1) of the Act.

11. The acts of the Respondent set forth in paragraphs 6, 7 and 9 above, occurring in connection with the operations of the Respondent, described in paragraphs 1, 2, 3 and 4 above, have a close, intimate and substantial relation to trade, traffic and commerce among and between the several states of the United States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

12. The aforesaid acts of the Respondent set forth in paragraphs 6, 7, and 9 above constitute unfair labor practices affecting commerce within the meaning of Section 8 subdivisions (1) and (2), and Section 2 subdivisions (6) and (7) of the Act.

Wherefore, the National Labor Relations Board on this 17th day of September, 1942, issues its

Amended Complaint against Thompson Products, Inc., the Respondent herein.

WM. R. WALSH

[Seal]

Regional Director, National
Labor Relations Board,
Twenty-first Region
808 U. S. Post Office and
Court House, Los Angeles,
California.

BOARD'S EXHIBIT No. 1-R

[Title of Board and Cause.]

NOTICE OF HEARING
ON AMENDED COMPLAINT

Please Take Notice that on the 1st day of October, 1942, at 10:00 o'clock in the forenoon in Room 808, U. S. Post Office and Court House, Los Angeles, California a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Third Amended Charge upon which the Complaint is based is attached hereto.

You are further notified that you have the right to file with the Regional Director for the 21st Region, with offices at Room 808, U. S. Post Office and Court House, Los Angeles, California, acting in

this matter as agent of the National Labor Relations Board, an answer to the said Complaint, within ten (10) days from the service thereof.

Please Take Notice that duplicates of all exhibits which are offered in evidence will be required unless, pursuant to request or motion, the Trial Examiner in the exercise of his discretion and for good cause shown, directs that a given exhibit need not be duplicated.

In Witness Whereof the National Labor Relations Board has caused this, its Complaint and Notice of Hearing, to be signed by the Regional Director for the 21st Region on this 17th day of September, 1942.

[Seal] WM. R. WALSH

Regional Director. National Labor Relations Board. Twenty-first Region, U. S. Post Office & Court House, Los Angeles, California.

BOARD'S EXHIBIT No. 1-S

Case No. XXI-C-2088

[Title of Board and Cause.]

AFFIDAVIT AS TO SERVICE

State of California,
County of Los Angeles—ss.

I, Ida N. Myers, being duly sworn, depose and say that I am an employee of the National Labor Relations Board, in the 21st Region at Los Angeles, California; on the 17th day of September, 1942, I

served by postpaid registered mail, bearing Government frank, a copy of Notice of Hearing on Amended Complaint, Amended Complaint, and Third Amended Charge to the following named persons, addressed to them at the following addresses:

Thompson Products, Inc.
2196 Clarkwood Road
Cleveland, Ohio

United Automobile Aircraft & Agricultural
Implement Workers of America (UAW-
CIO)

5851 Avalon Boulevard
Los Angeles, California

Pacific Motor Parts Workers Alliance
Howard Curtis Baldwin, President
7727 Wilcox Avenue
Bell, California

Thompson Products, Inc.
8354 Wilcox Avenue
Bell, California

IDA N. MYERS

Subscribed and sworn to before me this 17th day
of September, 1942.

[Seal] (Illegible) LYONS

My commission expires Nov. 24, 1943.

Receipt for Registered Article No. 382069

Registered at the Post Office indicated in the
Postmark.

Fee paid 15 cents. Class postage-----

Declared value..... Surcharge paid, \$.

Return Receipt fee..... Spl. Del'y fee.....

Delivery restricted to addressee: in person.....,
or order..... Fee paid.....

Accepting employee will place his initials in
space indicating restricted delivery.

(Stamped)—Los Angeles, Calif. Registered. Sept.
17, 1942.

(Stamped)—Los Angeles, Calif. Registered.

(Stamped)—Return Receipt Requested. Fee
Paid. No Value.

Form 3806 (Rev. Jan. 21, 1935) (Postmark of)

(Receipt for Registered Article No. 382070 iden-
tical with above except for Number.)

(Receipt for Registered Article No. 382071 iden-
tical with above except for number.)

(Receipt for Registered Article No. 382072 iden-
tical with above except for number.)

(Post Card)

C 2088 (Illegible)

Post Office Department

Official Business

Penalty for Private Use to Avoid Payment of
Postage, \$300

Postmark of Delivering Office

Bell, Calif., Sep. 10, 1942. 6 p.m.

Return to National Labor Relations Board.

(Street and Number, or Post Office Box)—U. S.
Post Office & Court House Bldg., Los Angeles,
California.

Registered Article No. 382069.

Insured Parcel.

No.....

Los Angeles, California.

Return Receipt

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1. Howard Curtis Baldwin

2. Vera M. Baldwin

Date of delivery Sep. 18, 1942.

[3 additional cards identical with above except as follows:

No. 382070 bears post office stamp of Bell, Calif., Sept. 18, 1942, and is signed as follows: Thompson Products Co., Leonard Stampfli. Date of delivery 9/18 1942.

No. 382071 bears post office stamp of Los Angeles, Calif., Sept. 18, 1942, and is signed as follows: U. A. W., A. Gilbert. Date of delivery 9/18 1942.

No. 382072 bears post office stamp of Cleveland, Ohio, Sept. 21, 1942, and is signed as follows: T. P. Inc., J. G. Pishaw. Date of delivery 9/19, 1942.]

BOARD'S EXHIBIT No. 1-T

UNITED STATES OF AMERICA

National Labor Relations Board

I, Beatrice M. Stern, Executive Secretary of the National Labor Relations Board, and official custodian of its records, do hereby certify that attached is a full, true, and complete copy of:

Order Designating Trial Examiner in the Matter of Thompson Products, Inc. and United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) Case No. XXI-C-2088.

In Witness Whereof, I have hereunto subscribed my name and caused the seal of the National Labor Relations Board to be affixed this 22nd day of September A. D. 1942, at Washington, D. C.

[Seal]

BEATRICE M. STERN

Executive Secretary

[Title of Board and Cause.]

ORDER DESIGNATING TRIAL EXAMINER

A charge having been filed in this matter, and it having appeared to the Regional Director of the 21st Region that a proceeding in respect thereto should be instituted, and the Board having considered the matter and being advised in the premises,

It Is Hereby Ordered that Gustaf B. Erickson act as Trial Examiner in the above case and perform all the duties and exercise all the powers granted to trial examiners under the Rules and Regulations—Series 2 as amended of the National Labor Relations Board.

Dated, Washington, D. C., September 22, 1942.

[Seal]

FRANK BLOOM

Acting Chief Trial Examiner

BOARD'S EXHIBIT No. 1-U

UNITED STATES OF AMERICA

National Labor Relations Board

I, Beatrice M. Stern, Executive Secretary of the National Labor Relations Board, and official custodian of its records, do hereby certify that attached is a full, true, and complete copy of:

Order Designating Trial Examiner in the Matter of Thompson Products, Inc. and United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) Case No. XXI-C-2088.

In Witness Whereof, I have hereunto subscribed my name and caused the seal of the National Labor Relations Board to be affixed this 24th day of September A. D. 1942, at Washington, D. C.

[Seal]

BEATRICE M. STERN

Executive Secretary

[Title of Board and Cause.]

ORDER DESIGNATING TRIAL EXAMINER

A charge having been filed in this matter, and it having appeared to the Regional Director of the 21st Region that a proceeding in respect thereto should be instituted and the Board having considered the matter and being advised in the premises,

It Is Hereby Ordered that C. W. Whittemore act as Trial Examiner in the above case in place and stead of Gustaf B. Erickson and perform all the duties and exercise all the powers granted to Trial Examiners under the Rules and Regulations—Series 2 as amended of the National Labor Relations Board.

Dated, Washington, D. C., September 24, 1942.

[Seal]

FRANK BLOOM

Acting Chief Trial Examiner

BOARD'S EXHIBIT NO. 1-V

[Title of Board and Cause.]

Case No. XXI-C-2088

ORDER

The respondent Thompson Products, Inc. having heretofore on September 19, 1942, filed its written motions (1) to strike certain allegations from the complaint or in the alternative to be allowed a bill of particulars as to matters not stricken, and (2) that the complaint herein be dismissed forthwith.

And the said motions having been referred to the undersigned Trial Examiner for consideration and ruling.

It is ordered, upon due consideration of said motions, that they be and are now denied.

Dated September 22, 1942.

[Seal]

GUSTAF B. ERICKSON

Trial Examiner

United States of America

Before the National Labor Relations Board

Case No. C-2392

In the Matter of

THOMPSON PRODUCTS, INC.

and

UNITED AUTOMOBILE, AIRCRAFT AND
AGRICULTURAL IMPLEMENT WORK-
ERS OF AMERICA, affiliated with Congress
of Industrial Organizations

DECISION AND ORDER

On October 28, 1942, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action as set out in the copy of the Intermediate Report attached hereto. Thereafter the respondent filed exceptions to the Intermediate Report and a brief in support of the exceptions. The Board has considered the rulings of the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner except in the following respect:

The Trial Examiner found that Charles Little occupied a supervisory position, and, accordingly, that certain anti-union statements and pro-Alliance activities engaged in by Little were attributable to the respondent. We do not agree with this conclusion. The record does not establish that Little's duties were of such nature that the employees would have just cause to believe that Little was acting in behalf of the management.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Thompson Products, Inc., Bell, California, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) In any manner dominating or interfering with the administration of Pacific Motor Parts Workers Alliance or with the formation or administration of any other labor organization of its employees, and from contributing financial or other support to Pacific Motor Parts Workers Alliance or to any other labor organization of its employees;

(b) Recognizing Pacific Motor Parts Workers Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or any other conditions of employment;

(c) Giving effect to the agreement dated November 10, 1941, between the respondent and Pacific Motor Parts Workers Alliance, or any extension, renewal, modification or supplement thereof, or any other contract or agreement between the respondent and said labor organization which may now be in force;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from and completely disestablish Pacific Motor Parts Workers Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(b) Post immediately in conspicuous places throughout its plant in Bell, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to

cease and desist in paragraphs 1 (a), (b), (c), and (d) of this Order; and (2) that it will take the affirmative action set forth in paragraph 2 (a) of this Order;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of the receipt of this Order what steps the respondent has taken to comply herewith.

Signed at Washington, D. C., this 31 day of December, 1942.

[Seal]

HARRY A. MILLIS

Chairman

WM. M. LEISERSON

Member

National Labor Relations
Board

United States of America
Before the National Labor Relations Board
Washington, D. C.

Trial Examining Division
Case No. XXI-C-2088

In the Matter of
THOMPSON PRODUCTS, Inc.

and

UNITED AUTOMOBILE, AIRCRAFT and
AGRICULTURAL IMPLEMENT WORK-
ERS OF AMERICA, affiliated with Congress of
Industrial Organizations¹

Messrs. Robert C. Moore and Bartlett Breed,
for the Board.

Latham & Watkins, by Mr. Paul R. Watkins,
of Los Angeles, Calif.,
for the respondent.

Mr. Howard Baldwin,
of Los Angeles, Calif.,
for the Alliance.

INTERMEDIATE REPORT

Statement of the Case

Upon a third amended charge² duly filed on September 16, 1942, by United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with Congress of Industrial Organizations,

herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Twenty-first Region (Los Angeles, California), issued its amended complaint³ dated September 17, 1942, against Thompson Products, Inc., herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (1) and (2) and Sections 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

With respect to the unfair labor practices the amended complaint alleged in substance: (1) that the respondent, in July 1937, instigated the formation of Pacific Motor Parts Workers Alliance, herein called the Alliance, and since then dominated and interfered with the formation and administration

(1) At the hearing a motion was granted, without objection, to amend the title of the case and all formal papers, by striking "(U.A.W.-C.I.O.)" and substituting "affiliated with Congress of Industrial Organizations," wherever "United Automobile, Aircraft and Agricultural Implement Workers of America" appeared.

(2) The original, first and second amended charges were filed, respectively, on May 1, May 21, and July 19, 1942.

(3) The original complaint, issued on August 28, 1942, and notice of hearing, were duly served upon the respondent, the Union, and the Alliance. By motion received on August 31, the respondent moved for continuance of the hearing; said motion was granted on September 2 by the Regional Director, and the hearing was continued to September 28. Upon a subsequent motion by the respondent, the hearing was further continued until October 1, 1942.

of the Alliance, and contributed assistance and support to it; (2) that on August 12, 1937, and at specified dates thereafter, the respondent has entered into written agreements with the Alliance, recognizing it as the exclusive collective bargaining agent of all its employees at its Bell plant, more fully described hereinafter, and covering wages, hours, and working conditions; (3) that the respondent caused one of its employees, in April 1937, to join the Union for the purpose of observing and reporting to the respondent the activities of the Union; (4) that the respondent interrogated its employees with respect to the Union and warned them that if the Union were organized among them the Bell Plant would be closed and its equipment moved to another location; and (5) that by said activities the respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act. The amended complaint and accompanying notice of hearing were duly served upon the respondent, the Union, and the Alliance.

As found in footnote 3 above, the original complaint was issued on August 28. By motion received on September 11, the respondent moved to strike certain portions of the original complaint or, in the alternative, to be allowed a bill of particulars. By another motion, also received on September 11, the respondent moved that the complaint be dismissed. Said motions were denied on September 22 by Gustaf B. Erickson, the Trial Examiner duly designated by the Acting Chief Trial Examiner.

The respondent, by its answer verified on Septem-

ber 4, denied that it had engaged in the unfair labor practices alleged in the original complaint. At the opening of the hearing it was stipulated by counsel for the Board and counsel for the respondent that the denials set forth in the answer should be deemed to apply to all allegations of unfair labor practices in the amended complaint.

Pursuant to notice, a hearing was held at Los Angeles, California, between October 1 and 8, 1942, before the undersigned, the Trial Examiner duly designated by the Acting Chief Trial Examiner in place and stead of Gustaf B. Erickson. The Board and the respondent were represented by counsel and the Alliance by its president. All parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross examine witnesses, and to introduce evidence bearing upon the issues. At the close of the hearing the Trial Examiner granted a motion, in which all parties joined, to conform the pleadings to the proof. Also at the close of the hearing, counsel for the Board, counsel for the respondent, and the representative of the Alliance argued orally before the undersigned. All parties waived the proffered opportunity to file a brief with the Trial Examiner.

Upon the record thus made, and from his observation of the witnesses, the Trial Examiner makes, in addition to the above, the following:

FINDINGS OF FACT

I. The business of the respondent

The respondent, an Ohio corporation with its principal office in the city of Cleveland, Ohio, operates industrial plants in Cleveland, Ohio; Detroit, Michigan; and Bell, California, and, through a subsidiary corporation, Thompson Products, Ltd., operates a plant in Canada. This proceeding is concerned primarily with employees at the respondent's plant at Bell, California.

The respondent's Bell plant was purchased as a going concern by the respondent on April 8, 1937, from Jadson Motor Products Company, and thereafter was operated by the respondent under the name "Jadson Motor Products Company" until about July 1, 1940, at which time the latter name was discontinued. Thereafter and until the time of the hearing the respondent has continued to operate this plant under the name "Thompson Products, Inc., West Coast Plant." At this plant the respondent is engaging to producing and selling aircraft engine bolts, assembly bolts, and miscellaneous engine and aircraft fuselage parts.

Steel is the principal raw material used by the respondent at its Bell plant. In 1941 it purchased steel valued at not less than \$350,000, of which about 85 percent was purchased and transported from sources of supply located outside the State of California. During the same year the respondent at its Bell plant manufactured and sold products valued at not less than \$1,500,000. About 65 percent of

such sales were made to customers outside the State of California.

The respondent employs about 400 workers at its Bell plant.⁴

II. The organizations involved

United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with Congress of Industrial Organizations, and Pacific Motor Parts Workers Alliance, unaffiliated, are labor organizations admitting to membership employees of the respondent at its Bell plant.

III. The unfair labor practices

A. The respondent's domination and interference with the formation and administration of the Alliance; other acts of interference, restraint, and coercion

1. Interference with the formation of the Alliance

When the respondent took possession of the Bell plant in April 1937, its production employees, then numbering about 86, were represented by no labor organization. Much unrest existed in the factory because of low wages and because of fear that the respondent might discontinue its operations here. At about this time many of the employees applied for membership in the Union, while some of the workers discussed the possibility of an inside or-

(4) The above findings of fact as to the respondent's business are based upon stipulations entered into between counsel for the Board and for the respondent.

ganization. No steps, however, were taken to form an inside union until late in the following July.

In June, Raymond S. Livingstone, the respondent's director of personnel, whose headquarters then were, and now are, at Cleveland, visited the Bell plant for a few days to investigate a controversy over the discharge of certain employees, and to acquaint himself as to personnel conditions generally. He learned of the existing unrest and, upon inquiry, was informed by Assistant Works Manager Victor Kangas that most of the men were "C.I.O."⁵

Also during June, Acting General Manager C. V. Dachtler asked Kangas to have some employee join the Union and report upon its membership, stating that the company would pay the dues.⁶ Kangas assigned his friend, employee Lewis A. Porter, to this task. Lyman Hodges, then in charge of shipping and acting as the local personnel manager, gave Porter the money for his dues. Porter joined the Union, thereafter reported the number of employees attending union meetings to Kangas, and the latter transmitted the information to Dachtler.⁷

(5) The findings as to Livingstone's visit in June are based upon his own testimony, which is corroborated, in the main, by Kangas, now not employed by the respondent.

(6) The record does not disclose accurately whether this incident occurred before or after Livingstone's visit of the same month.

(7) Dachtler, now not employed by the respondent, was not called as a witness. The testimony of Porter and Kangas as to this assignment is uncontradicted. The respondent and the Alliance, how-

Livingstone returned to the Bell plant on July 23. On the same day, he asked Kangas if he could trust any employee to start an inside organization,

ever, adduced much testimony in attack upon the general credibility of both Porter and Kangas, each of whom was called as a witness by the Board. As to the latter, employee McIntire testified that, in May 1937, Kangas asked him to join the C.I.O. because (1) he feared that in the change of management the respondent would discharge him and (2) if the C.I.O. were organized it would stand behind him and strike in the event he were fired. Although Kangas was not recalled to testify on this point, genuine doubt that the incident occurred is raised by the testimony of Livingstone that he came to the plant at about this time to investigate charges that Kangas has discriminatorily discharged several C. I.O. members. The respondent adduced evidence tending to show that Kangas, several months after leaving the respondent's employ in 1940, sent a telegram to Livingstone charging misconduct on the part of an employee, an act which Plant Manager Hileman construed as an attempt to discredit the local management with the Cleveland office. The Trial Examiner considers it unnecessary to determine (1) whether or not Kangas actually solicited McIntire for union membership, or (2) whether or not he sent the wire. The sole issue, as discussed more fully hereinafter, is whether or not Kangas, as a representative of management, engaged in illegal conduct under the Act. Furthermore, even if the respondent's argument be accepted as valid,—that Kangas by character was inclined to serve his own interests, it adds support to findings, made above and hereinafter, that he engaged in unfair labor practices at the behest of Dachtler and Livingstone when it appeared to be to his best interest to do so. The respondent also adduced testimony in an effort to impeach Porter, with respect to a report concerning certain conditions in the plant allegedly

and thereby correct unrest among the employees. Dachtler also recommended that such an organization be started. Arrangements were then made for department heads and foremen to meet at dinner that night. Following the dinner, Livingstone stated to those present that Crawford, the respondent's president, would not stand for an outside labor organization, and that the plant would be closed if either the C.I.O. or the A. F. of L. succeeded in organizing the employees. He also asked the supervisors what they thought of an inside organization, stating that management itself would prefer this type of organization. No one voiced any objection, and Livingstone urged all to keep the discussion confidential. After the meeting, Livingstone again asked Kangas if he had anyone yet in mind who would start an inside union. Kangas agreed to "sleep on it," and let him know the next day.⁸

made by Porter to the F.B.I. in July 1942, and an ensuing investigation. Since Plant Manager Hileman, at the hearing, admitted that he was not at liberty to disclose whatever he may have been told by the F.B.I. representative, the Trial Examiner is unable to make any findings as to what may, or may not, have happened. It is clear that Porter was not discharged as a result of any investigation, and the Trial Examiner is unable to find that such testimony in any way reflects upon the credibility of Porter.

(8) The findings as to this meeting of supervisors rests largely upon the testimony of Kangas and Drake, the latter a foreman in 1937. Livingstone admitted that the dinner occurred, but testified that, after he had learned that some of the foremen wanted to attend the "independent union" meeting, he called

The next morning, July 24, Kangas suggested to Livingstone that Porter could be entrusted with the task, explaining that Porter was older⁹ and had done police work. Kangas then approached Porter, told him briefly what Livingstone wanted him to do and, when the employee expressed willingness, instructed him to meet Livingstone that evening at the Jonathan Club, where the personnel director was staying in Los Angeles.¹⁰

As instructed, Porter went to the Jonathan Club, where he met Livingstone and Dachtler. There he was asked to persuade 12 or 15 employees to come into the office, tell management that they wanted to be represented by a union of their own, and request more pay and better working conditions. In reward

the supervisors together to warn them "specifically to keep out of the picture." Livingstone further admitted that he told the foremen that the respondent had "satisfactory" relations with an independent union in Cleveland, but had suffered "one headache after another" in dealing with the C.I.O. at its Detroit plant. He denied having made the statements about closing the plant attributed to him by Kangas. The Trial Examiner does not credit Livingstone's denial, nor his explanation of why the meeting was called. Credible evidence establishes that the meeting was held several days before actual organization of the Alliance began, and before any meeting was scheduled. No occasion existed, therefore, for foremen to ask if they might attend the meeting.

(9) Porter, at the time of the hearing, was 62.

(10) Livingstone denied that Porter was assigned to this task by Kangas at his request. The undersigned does not accept Livingstone's denial as true.

for this assignment, Livingstone promised Porter a life-time job, some money, and a vacation with pay.¹¹

On the following Monday, during working hours, Porter approached several of his fellow employees, recommended that an inside union be formed, and urged that they get others to go with them into the office and ask for recognition and better working conditions. During the same day, upon learning from Kangas that the Union planned to hold a meeting the next night to consider a contract for submission to management, Livingstone advised Kangas to hurry Porter in his efforts, and have the group bring in its "demands" before the C. I. O. meeting.¹² The same evening Kangas, in the presence of Porter, received over the telephone, from Livingstone, the text for application cards in the

(11) The finding as to this meeting rests upon the credible testimony of Porter. Dachtler was not called as a witness. Livingstone testified that Porter visited him voluntarily, offered to go to C.I.O. meetings and report to him, and then asked permission to bring some of the employees into the office to talk to him. It has already been established, by unrebutted testimony, that Porter was already reporting C.I.O. meetings to Kangas and Dachtler. There existed no reason why he should visit Livingstone and Dachtler with an offer to do what he was already engaged in doing. Upon Livingstone's testimony on this point the Trial Examiner places no reliance.

(12) This finding rests upon Kangas' testimony. Livingstone denied the incident. As found heretofore, Livingstone's unsupported testimony is unreliable.

Association.¹³ Kangas immediately gave the copy to a printer. During working hours on Tuesday morning, without checking out, Porter left the plant, as instructed by Kangas, obtained the cards from the printer, and gave them to Hodges. That afternoon Porter led a group of from 15 to 20 employees into the office, where he, as spokesman, asked Livingstone and Dachtler if the company would recognize an inside union if organized. Dachtler stated that he was in favor of such an

(13) Livingstone denied having given Kangas the text for these cards, which read as follows:

Pacific Parts Workers Alliance

I the undersigned employee of the Jadson Motor Products Company, do hereby apply for membership in the Pacific Parts Workers Alliance with the understanding that upon acceptance of the application for membership that the Pacific Parts Workers Alliance will be my exclusive representative in bargaining with my employer with reference to wages, hours and working conditions, and that I will abide by the constitution of the Pacific Parts Workers Alliance when drafted and approved by the elected representative.

This membership to be effective until one year from the date of signing.

Unrefuted evidence establishes that these cards were printed and received by Porter before the meeting of employees with Livingstone on July 27, at which meeting the employees first broached their request to form an inside union. Although former Alliance officials were questioned as to their knowledge with respect to these cards, all of them testified that they were without recollection as to the origin of the cards, or of the text appearing upon them. The surrounding circumstances fully support the testimony of Kangas and Porter, and the Trial Examiner does not accept Livingstone's denial.

organization. The employees were then told that they must obtain membership among a majority.¹⁴ At the close of the shift that afternoon, several of the group passed out application cards at the plant gate, and at the same time announced that an organizational meeting would be held.

Formal organization of the Alliance began that evening, July 27.¹⁵ A constitution and bylaws com-

(14) The respondent introduced in evidence a document which Livingstone identified as having been dictated by himself on July 26, purportedly describing the visit of the employees to his office. The first sentence of the document read: "Minutes of a meeting held between a group of employees and the Management . . ." Livingstone gave no reasonable explanation as to why he used the term "minutes" to characterize an informal interview. Credible evidence refutes the statement also contained in the document that the meeting was held on July 26. The stenographer who testified that Livingstone dictated to her the text of the "minutes" admitted that she could not recall when the dictation was made. Under the circumstances, the Trial Examiner is convinced that the document was not prepared, as Livingstone testified, immediately after the meeting, and places no reliance upon it.

(15) At the hearing Bebb, who was chairman of this meeting, identified a document bearing the date of July 29 as being the minutes of this first meeting. The Trial Examiner, however, places no reliance upon the date appearing on the document. Porter, Bebb, and Creek, the latter the Alliance's first president, all testified that the first meeting was held on the same day that the group went to management, which was on July 27. As in the case of the "minutes" produced by Livingstone, described above, the record does not clearly establish when the minutes of the first Alliance meeting were prepared.

mittee was appointed. Porter took no further active part in the organization. A day or two later, however, at the request of Livingstone, Porter delivered a paper, which he testified he believed to contain items for a proposed agreement, to a local attorney. After the attorney read the paper, he advised Porter that he did not think much of it, that he should so tell management, and that someone else should be sent over to consult him. Porter told Kangas what the attorney had said. Thereafter the Alliance committee retained the same attorney to draw its constitution and bylaws.¹⁶

During the latter part of the same week Kangas, Hodges, and Porter were guests of Livingstone at the Jonathan Club. Livingstone complimented the others upon the successful launching of the Alliance, and told them they would not have to worry about their jobs in the future.¹⁷ Porter was there-

(16) Livingstone denied having sent Porter to see the attorney, who was not called as a witness. The respondent stipulated, however, that were the attorney called, he would testify that Porter made the first contact with him for the Alliance. Porter was not on any of the Alliance committees. The record reveals no reason, other than that contained in his own testimony, upon which the finding rests, as to why he should have visited the attorney. The Trial Examiner does not accept Livingstone's denial. Porter's testimony is also supported by that of Kangas, who testified that Livingstone asked him regarding an attorney and that he informed the personnel director that Porter doubtless could suggest one.

(17) The findings as to this meeting are based upon the credible testimony of Kangas and Porter.

after rewarded by being given a 2-weeks' vacation with pay.¹⁸

2. Set-up of the Alliance

The Alliance constitution, adopted on August 3 at a membership meeting, provided for an executive

Hodges was not called as a witness. Livingstone testified that he did not recall the meeting, but admitted that it might have taken place. He denied, however, having discussed the subject of the Alliance. The Trial Examiner does not credit his denial.

(18) Porter's testimony that he alone, among employees, received a vacation with pay that year, is unrefuted. There is also considerable testimony in the record about the payment to Porter of a sum of money by the respondent as a reward for special services. Both Kangas and Porter testified that the latter received \$50, and Kangas stated that this money was received by him, for delivery to Porter, from Hileman. Porter placed the incident in 1937, Kangas about a year later. The respondent adduced evidence to show that, in 1938, it paid Porter \$40 for another confidential assignment,—that of investigating thefts of certain materials. Porter admitted the assignment but denied having been paid especially for it. Kangas testified that he gave Porter money on but one occasion, and that Hileman told him it was for organizing the Alliance. Hileman flatly denied having made this statement to Kangas. However, since the issue to be determined is whether the respondent used Porter as its agent in starting the formation of the Alliance, and not whether it thereafter paid Porter for his services in this respect, the Trial Examiner finds it unnecessary to resolve the conflicting testimony as to the payment of monies. It is clear that the employee received a vacation, and it is found that in this respect he was rewarded for his efforts in organizing the Alliance.

council of five members. To serve on this council it was necessary that an employee be an American citizen, 21 years or more of age, and an employee of the respondent for not less than one year. The executive council, elected annually by the membership, chose its president and vice president.

Paragraph 1 of the constitution reads, in part, as follows:

Pursuant to the authority granted by the National Labor Relations Act, commonly known as the Wagner Act, there is hereby organized and the undersigned do hereby associate themselves in an organization to be known as Pacific Motor Parts Workers Alliance, for the purposes and upon the conditions as set forth herein . . .

About 70 employees signed the document on or about August 3. Dues in the organization were 25 cents a month.

3. Written agreements between the
respondent and the Alliance

Sometime between August 3 and August 12, Livingstone and Hodges checked a number of the Alliance membership cards against the pay-roll list. According to Livingstone's testimony, he found that the Alliance represented a majority of the employees at the Bell plant.

On August 12 the respondent entered into a written agreement with the Alliance, recognizing it as the exclusive bargaining agent for all its employees at this plant, and covering wages and other working conditions. By the terms of the contract, wages were increased.

Thereafter the contract was periodically renewed. At the time of the hearing, there existed between the parties an agreement dated November 10, 1941, to run for one year, with an automatic renewal clause therein.

4. The respondents interference with the administration of the Alliance, and support rendered to it

Since 1937 the Alliance executive council has met at intervals of from 1 to 3 months with management officials. Minutes of the first two meetings were prepared by Livingstone. Thereafter and until the time of the hearing, minutes of these meetings have first been submitted to management before being posted on a bulletin board for information of the employees.¹⁹

Executive council meetings were held in the welding room of the plant, during working hours. This fact was known to General Superintendent Kearns and, according to his own testimony, met with no remonstrance from him until the fall of 1941. At least until July 1942, Alliance dues were collected and memberships solicited openly and without objection by management, during working hours. President Baldwin of the Association admitted at the hearing that he has continued to conduct Alliance business during working hours despite warnings by management, but that he has never been disciplined for such conduct. General membership

(19) The findings as to the respondent's control over these minutes are based upon the testimony of Livingstone and a stipulation entered into between counsel for the Board and for the respondent.

meetings are held on Sundays. Prior to the declaration of war, on Sundays when an Alliance meeting was scheduled the plant would be shut down for 2 hours during the morning, so that shift workers might attend. Employees were permitted to make up lost time later in the day.

When applying for a job in December 1940, employee Overlander was asked by Personnel Manager Millman²⁰ if he belonged to any union and was told that they had an inside organization there, with which friendly relations existed.²¹ Overlander thereafter joined the Alliance, having been solicited, during working hours, by Little, who had charge of the tool crib in which Overlander was an attendant.²²

In the fall of 1941, Baldwin and Smith, the latter a member of the executive council, consulted Millman concerning the action of certain supervisors in an election then being conducted by the Alliance.

(20) Millman has been personnel manager at the plant Bell since September 1940. The record does not reveal when Hodges left the respondent's employ.

(21) Overlander's testimony as to this incident is uncontradicted.

(22) Little was not called as a witness, and Overlander's testimony with respect to this occurrence is unrefuted. Millman denied that Little had supervisory powers. Overlander's testimony is undisputed, however, that Little gave him instructions, left instructions for employees on following shifts, and recommended to Superintendent Kearns that Overlander be given a raise. As a result of this recommendation he received an increase. Under the circumstances, the Trial Examiner finds that Little had supervisory powers over Overlander.

Baldwin testified that he inquired of Millman what classification management considered these individuals to be in, because he had read some "interpretation of the Boards' Act," which raised doubt in his mind as to whether or not they should be in the Alliance. Millman thereupon posted the following notice:

Recent National Labor Relations Board rulings hold that it is not necessary for a supervisory employee to have the power to hire and fire in order to be considered a part of the Management. An employee who supervises and directs the work of others or exercises any of the functions of Management is considered an agent of the employer and is, therefore, according to the contract between the Management and the Pacific Motor Parts Workers Alliance, ineligible to belong to the Pacific Motor Parts Workers Alliance.

Accordingly, the following named men have been asked, or will be asked, to resign their membership in the Pacific Motor Parts Workers Alliance at once:

G. C. Beach	C. E. Weisser	Julius Olsen
J. E. Morse	H. E. McIntire	E. T. Fickle

E. T. Fickle had been on the executive council of the Alliance since its inception, and Weisser for the preceding year. Fickle's duties had not been altered since 1938, and Weisser's since 1939. During part of his service on the council Fickle had been president. Millman's action in the above respect was taken without further consultation with Baldwin,

and the question was never submitted to the Alliance's membership.

James Creek, first president of the Alliance, was promoted to a supervisory position, as head of the maintenance department, 3 or 4 months before his term of office expired. He continued, however, to serve as president of the organization.

5. Conclusions as to the respondent's domination of and interference with the formation and administration of the Alliance

The foregoing findings plainly establish that the Alliance came into being at the instigation and insistence of Livingstone, as a means of defeating organization of an outside union.²³ Active support and interference were also engaged in by Kangas, Dachtler, and Hodges. It is clear that Porter served as an agent of the employer in the campaign to arouse an interest in an inside organization, as

(23) In its Decision and Order, In the Matter of Thompson Products, Inc. and United Automobile Workers of America, Local 300 (C.I.O.), Case No. C-1848, subsequently enforced, with modification, by the United States Circuit Court of Appeals (C.C.A. 6), the Board found that, at the respondent's Cleveland plant in April 1937, Livingstone advised the chairman of the "employees representatives," of the "Thompson Products, Inc., Employees Association," a labor organization determined by the Board to have been company-dominated, as to its reorganization into the "Automotive and Aircraft Workers Alliance, Inc.," a labor organization also found by the Board to be company-dominated. The Board further found that Livingstone advised a committee of employees as to revision of the constitution of the latter organization.

opposed to the Union, and to lead, as bell-weather, a group of his fellow employees into management's office with the request that the respondent recognize an inside organization when formed. Porter was rewarded for his part in forming the organization.

It has been found that a number of the respondent's supervisors, Creek, Fickle, and Weisser, served for varying periods as officers and executive councilmen of the Alliance. Personnel Manager Millman, foremen, and supervisors, since 1937, have advised employees to join the Alliance. And, as found above, the respondent has given financial and other support to the Alliance by permitting the holding of council meetings on company time and property.

Therefore the Trial Examiner concludes and finds that the respondent has dominated and interfered with the formation and administration of the Alliance, and has contributed financial and other support thereto, and that the respondent has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

The Trial Examiner further finds that the agreements entered into between the respondent and the Alliance and the contractual relationship existing thereunder, have been and are a means of utilizing an employer-dominated organization to frustrate the exercise by the respondent's employees of the rights guaranteed in Section 7 of the Act.

B. Other acts of interference, restraint,
and coercion

1. Threats to move operations to Cleveland;
anti-union remarks by supervisors

Soon after Livingstone asked Porter to take action resulting in formation of the Alliance, Hodges informed Porter that if the Union were not kept out of the plant, and the inside organization put in, the factory would close.²⁴

In November or December 1941, Millman told employee Smith that the respondent could easily absorb the Bell plant in its Eastern operations, and would do so rather than deal with the C.I.O.²⁵

When employee Crank informed Millman in April 1942, of his having joined the Union, the personnel manager told him that while he could make up his own mind, he was taking the "wrong attitude." Soon thereafter General Foreman Long approached Crank and asked him why he had joined the Union.²⁶

(24) As found above, Hodges is no longer employed by the respondent. He was not called as a witness.

(25) The finding rests upon Smith's credible testimony. Millman's denial of making the statement is not credited by the Trial Examiner. It has previously been found that Livingstone, in 1937, had made a similar statement to all foremen, and it is reasonable to believe that the local personnel manager would accurately reflect the attitude of his superior.

(26) Crank's testimony as to both of these incidents is uncontradicted.

In the fall of 1941, employee Overlander was told by Little, his supervisor in the tool crib, that Hileman had said that the plant would close if the C.I.O. got in.²⁷

2. Issuance and distribution of anti-union literature

The respondent has caused to be distributed to its employees at its Bell plant copies of "Friendly Forum," its own publication,²⁸ containing editorials and articles hostile to outside labor organizations, particularly the C.I.O. The following excerpt is from an editorial appearing in the May 29, 1941, issue:

The C.I.O. has shown more contempt for Defense Efforts than it has shown desire to cooperate, while the A. F. of L. has stated a desire to cooperate, but both have been militant in their efforts to prevent even the slightest curtailment of labor's rights, especially labor's right to strike.

(27) Overlander's testimony as to this occurrence is unrefuted.

(28) In April 1940, the respondent issued and distributed to all employees in its Bell plant copies of "Employees Handbook" which, according to President Crawford's foreword, defined it as "a ready reference of company policies,—an understanding of what employees may expect of management and what management expects of employees . . ." This handbook describes the "Friendly Forum" as follows: "Each four weeks the company publishes a paper, Friendly Forum, which contains news of the company and of employees . . . Em-

In its issue of September 19, 1941, the respondent reprinted for distribution to its employees an address by Earl Harding, which is replete with expressions of hostility toward union organizations. A single excerpt is quoted:

. . . we permitted labor organizers to be trained in Communist "labor colleges," not by educators, but by agitators. We even paid expenses of such "students" to Russia for post-graduate courses in revolutionary technique . . . Then we let Communists impregnate, in many instances dominate, the American labor movement. And, in the name of "academic freedom," we let their poison filter into our schools.

3. Conclusions

By management's threats to close the plant if the Union were organized in the plant, by making inquiries as to union membership among employees, by the employment of Porter to report upon union meetings, and by anti-union articles distributed to its employees in "Friendly Forum," the respondent has interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

IV. The effect of the unfair labor practices upon commerce

The activities of the respondent, set forth in Section III above, occurring in connection with the op-

employees are responsible for knowledge of information published either on bulletin boards or in Friendly Forum." (underlining supplied)

erations of the respondent, described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that the respondent has engaged in certain unfair labor practices, the Trial Examiner will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

It has been found that the respondent has dominated and interfered with the formation and administration of the Alliance, and has contributed financial and other support thereto. The effect and consequences of the respondent's domination of, interference with, and support of the Alliance, as well as the continued recognition of the Alliance as the bargaining representative of its employees, constitute a continuing obstacle to the free exercise by its employees of the rights guaranteed in the Act. Because of the respondent's illegal conduct with regard to it, the Alliance is incapable of serving the respondent's employees as the genuine collective bargaining agency. Accordingly, the Trial Examiner will recommend that the respondent disestablish and withdraw all recognition from the Alliance as the representative of any of its employees for the purposes of dealing with it concerning grievances, labor disputes, wages, rates of

pay, hours of employment, or other conditions of employment.²⁹

It has also been found that the agreements entered into between the respondent and the Alliance have been a means whereby the respondent has utilized an employer-dominated labor organization to frustrate self-organization and defeat genuine collective bargaining by its employees. Under these circumstances any continuation, renewal, or modification of the current agreement would perpetuate the conditions which have deprived employees of the rights guaranteed to them by the Act and would render ineffectual other portions of these remedial recommendations. It will therefore be recommended that the respondent cease giving effect to any agreement between it and the Alliance, or to any modification or extension thereof. Nothing in these recommendations should be taken, however, to require the respondent to vary those wage, hour, and other substantive features of its relations with the employees themselves, if any, which the respondent established in performance of the agreement as extended, renewed, modified, supplemented, or superseded.³⁰

Upon the basis of the foregoing findings of fact

(29) See *N.L.R.B. v. Newport News Shipbuilding and Drydock Company*, 308 U.S. 241; *N.L.R.B. v. The Falk Corporation*, 308 U.S. 453; *N.L.R.B. v. Pennsylvania Greyhound Lines*, 303 U.S. 261.

(30) See *National Licorice Co. v. N.L.R.B.*, 309 U.S. 350, *aff'g as mod.* 104 F. (2d) 655 (C.C.A. 2), *enf'g as mod.* 7 N.L.R.B. 537; *National Labor Relations Board v. J. Greenebaum Tanning Co.*, 110 F. (2d) 984 (C.C.A. 7), *enf'g as mod.* 11 N.L.R.B. 300, *cert. den.* 311 U.S. 662.

and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with Congress of Industrial Organizations, and Pacific Motor Parts Workers Alliance, unaffiliated, are labor organizations within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with the formation and administration of the Pacific Motor Parts Workers Alliance, and by contributing support to it, the respondent has engaged in unfair labor practices within the meaning of Section 8 (2) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, the Trial Examiner recommends that the respondent, Thompson Products, Inc., and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Pacific Motor Parts Workers Alliance by whatever name it may be known, or with the formation or administration of any other labor organization of its employees, and from contributing financial or other support to the Pacific Motor Parts Workers Alliance or to any other labor organization of its employees;

(b) Giving effect to the agreement dated November 10, 1941, between the respondent and the Pacific Motor Parts Workers Alliance, or any extension, renewal, or modification thereof, or any other contract or agreement between the respondent and said labor organization which may now be in force;

(c) Recognizing the Pacific Motor Parts Workers Alliance as the representative of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or any other conditions of employment;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Trial Examiner finds will effectuate the policies of the Act:

(a) Withdraw all recognition from and completely disestablish the Pacific Motor Parts Workers Alliance, by whatever name it may be known, as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(b) Immediately post notices to its employees in conspicuous places throughout its plant in Bell, California, and maintain such notices for a period of at least sixty (60) days from the date of posting, stating (1) that the respondent will not engage in the conduct from which it is recommended that it cease and desist in paragraph 1 (a), (b), (c), and (d) of these Recommendations; and (2) that it will take the affirmative action set forth in paragraph 2 (a) of these Recommendations;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of the receipt of this Intermediate Report what steps the respondent has taken to comply therewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the respondent notifies said Regional Director in writing that it has complied with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Re-

lations Board—Series 2—as amended, effective October 14, 1942, any party may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Shoreham Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

C. W. WHITEMORE,
Trial Examiner.

Dated: October 28, 1942.

[Title of Board and Cause.]

AFFIDAVIT AS TO SERVICE

District of Columbia—ss.

I, Jack McCaleb, being first duly sworn, on oath saith that I am one of the employees of the National Labor Relations Board, in the office of said Board in Washington, D. C.; that on the 31st day of December, 1942, I mailed postpaid, bearing gov-

ernment frank, by registered mail, a copy of the Decision and Order [and Intermediate Report] to the following named persons, addressed to them at the following addresses:

69106

United Automobile, Aircraft & Agricultural
Implement Workers of America, C.I.O.
Att: Clarence L. Johnson, Int. Repr.
5851 Avalon Blvd.
Los Angeles, California

69107

Thompson Products, Inc.
West Coast Plant
8354 Wilcox Avenue
Bell, California

69108

Latham & Watkins
Att: Paul R. Watkins
1112 Title Guarantee Bldg.
Los Angeles, California

69109

Pacific Motor Parks Workers Alliance
Att: Howard Baldwin
7727 Wilcox Avenue
Bell, California

JACK McCALEB.

Subscribed and sworn to before me this 31st day of December, 1942.

[Seal]

KATHRYN B. HARRELL,

Notary Public, D. C.

My Commission expires March 1, 1947.

[Return receipts for above Nos. attached.]

In the United States Circuit Court of Appeals
for the Ninth Circuit

No. 10383

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THOMPSON PRODUCTS, INC.,
Respondent.

PETITION FOR ENFORCEMENT OF AN OR-
DER OF THE NATIONAL LABOR RE-
LATIONS BOARD.

To the Honorable, the Judges of the United States
Circuit Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act (Act of July 5, 1935, 49 Stat. 449, c. 372, 29 U.S.C. § 151 et seq.), respectfully petitions this Court for the enforcement of its order against respondent, Thompson Products, Inc., Bell, California, its officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "In the Matter of Thompson Products, Inc. and United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with Congress of Industrial Organizations, Case No. C-2392."

In support of this petition, the Board respectfully shows:

(1) Respondent is an Ohio corporation, engaged in business in the State of California, within this judicial circuit, where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (c) of the National Labor Relations Act.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, the Board, on December 31, 1942, duly stated its findings of fact, conclusions of law and issued an order directed to the respondent, its officers, agents, successors, and assigns. The aforesaid order provides as follows:

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Thompson Products, Inc., Bell, California, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) In any manner dominating or interfering with the administration of Pacific Motor Parts Workers Alliance or with the formation or administration of any other labor organization of its employees, and from contributing financial or other support to Pacific Motor Parts Workers Alliance or to any other labor organization of its employees;

(b) Recognizing Pacific Motor Parts Workers Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or any other conditions of employment;

(c) Giving effect to the agreement dated November 10, 1941, between the respondent and Pacific Motor Parts Workers Alliance, or any extension, renewal, modification or supplement thereof, or any other contract or agreement between the respondent and said labor organization which may now be in force;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from and completely disestablish Pacific Motor Parts Workers Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, rates of pay, wages, hours of employment, or other conditions of employment;

(b) Post immediately in conspicuous places throughout its plant in Bell, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs 1 (a), (b), (c), and (d) of this Order; and (2) that it will take the affirmative action set forth in paragraph 2 (a) of this Order;

(c) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of the receipt of this Order what steps the respondent has taken to comply herewith.

(3) On December 31, 1942, the Board's decision and order was served upon respondent by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Messrs. Latham & Watkins, respondent's attorneys in Los Angeles, California.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, the Board is certifying and filing with this Court a transcript of the proceedings before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondent and that this Court take jurisdiction of the proceedings and of the questions determined therein and make and enter upon the pleadings, testimony and

evidence and the proceedings set forth in the transcript, and the order made thereupon set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board and requiring respondent, its officers, agents, successors, and assigns to comply therewith.

NATIONAL LABOR RELATIONS BOARD,
By ERNEST A. GROSS,
Associate General Counsel.

Dated at Washington, D. C., this 5th day of March, 1943.

District of Columbia—ss.

Ernest A. Gross, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, petitioner herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing petition and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information and belief.

ERNEST A. GROSS,
Associate General Counsel.

Subscribed and sworn to before me this 5th day of March, 1943.

[Seal] JOSEPH W. KULKIS,
Notary Public, District of Columbia.

My Commission Expires April 15, 1947.

[Endorsed]: Filed Mar. 10, 1943. Paul P. O'Brien, Clerk.

ORDER TO SHOW CAUSE

CCA #10383

United States of America—ss.

The President of the United States of America

To Thompson Products, Inc., West Coast Plant,
8354 Wilcox Ave., Bell, California; United Automobile Aircraft & Agricultural Implement Workers of America, C.I.O. Att: Clarence L. Johnson, Int. Repr., 5851 Avalon Blvd., Los Angeles, Cal., and Pacific Motor Parts Workers Alliance, Att: Howard Baldwin, 7727 Wilcox Avenue, Bell, California,

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 10th day of March, 1943, a petition of the National Labor Relations Board for enforcement of its order entered on December 31, 1942, in a proceeding known upon the records of the said Board as "In the matter of Thompson Products, Inc., and United Automobile Aircraft and Agricultural Implement Workers of America, affiliated with Congress of Industrial Organizations, Case No. C-2392."

and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 10th day of March, in the year of our Lord one thousand, nine hundred and forty-three.

[Seal] PAUL P. O'BRIEN,
Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

Marshal's Civil Docket

No. 25418, Vol. 46, Page 80.

RETURN ON SERVICE OF WRIT

#25418

United States of America,
Southern District of California—ss.

I hereby certify and return that I served the annexed Order to Show Cause on the therein-named Pacific Motor Parts Workers Alliance by handing to and leaving a true and correct copy thereof with C. O. Stubblefield, Pres. of Pacific Motor Parts

Workers Alliance, personally at Bell in said District on the 15th day of March, 1943.

ROBERT E. CLARK,

U. S. Marshal.

By T. R. KEEFE,

Deputy.

Marshal's Fees	\$6.00
Mileage	1.66
Total	\$7.66

RETURN ON SERVICE OF WRIT

#25418

United States of America,

Southern District of California—ss.

I hereby certify and return that I served the annexed Order to Show Cause on the therein-named Clarence L. Johnson, Int. Repr. United Automobile Aircraft & Agricultural Implement Workers of America, by handing to and leaving a true and correct copy thereof with Clarence L. Johnson, Int. Repr. of United Automobile Aircraft & Agricultural Implement Workers of America, personally at Los Angeles, in said District on the 15th day of March, 1943.

ROBERT E. CLARK,

U. S. Marshal.

By T. R. KEEFE,

Deputy.

RETURN ON SERVICE OF WRIT

#25418

United States of America,
Southern District of California—ss.

I hereby certify and return that I served the annexed Order to Show Cause on the therein-named Thompson Products Inc. by handing to and leaving a true and correct copy thereof with P. D. Hieleman, General Manager, Thompson Products Inc., personally at Los Angeles, in said District on the 12th day of March, 1943.

ROBERT E. CLARK,

U. S. Marshal.

By T. R. KEEFE,

Deputy.

[Title of Circuit Court of Appeals and Cause.]

ANSWER OF RESPONDENT THOMPSON
PRODUCTS, INC. TO PETITION FOR EN-
FORCEMENT OF AN ORDER OF THE NA-
TIONAL LABOR RELATIONS BOARD.

To the Honorable, the Judges of the United States
Circuit Court of Appeals for the Ninth Circuit:

Thompson Products, Inc., respondent in the above-entitled proceeding, in accordance with Section 10(e) of the National Labor Relations Act (49 Stat. 453, Chap. 372, 29 U.S.C. Section 160(e), approved July 5, 1935), answers the petition presented to this Honorable Court for the enforcement of a

certain order of the National Labor Relations Board, hereinafter referred to as the "Board".

In answer to said petition to this Honorable Court, respondent respectfully:

(1) Admits the allegations contained in paragraph (1) of said petition except that respondent denies that it committed any unfair labor practices as alleged in said paragraph;

(2) Admits the allegation in paragraph (2) of said petition that on December 31, 1942 the Board entered the order quoted in said paragraph, but denies for lack of information or belief all the other allegations in said paragraph;

(3) Admits the allegations contained in paragraph (3) of said petition;

(4) Denies for lack of information or belief the allegations contained in paragraph (4) of said petition.

In further answer to said petition, respondent respectfully alleges that the findings of fact of the Board upon which it based its conclusions of law and order are not supported by the evidence.

In further answer to said petition, respondent respectfully alleges that the Board acted without and in excess of its powers and contrary to law in making and entering its conclusions of law and order in this matter by reason of the lack of evidence in support thereof.

In further answer to said petition, respondent respectfully alleges that objection was made before the Board as to lack of evidence to support the

Board's proposed findings, conclusions of law, and order.

Wherefore, respondent prays that this Honorable Court deny the petition of the National Labor Relations Board for the enforcement of its order, that it set aside said order of the Board in its entirety, or if such prayer be denied, that it set aside the said order of the Board in such part as the same is not supported by evidence or is improper, and insofar as set aside that the Court relieve respondent, its officers, agents, successors and assigns of any necessity to comply therewith.

Dated: March 16, 1943.

PAUL R. WATKINS,

RICHARD W. LUND,

AUSTIN H. PECK, JR.,

Attorneys for Respondent

Thompson Products, Inc.

1112 Title Guarantee Building

411 West Fifth Street

Los Angeles, California.

State of California,

County of Los Angeles—ss.

Richard W. Lund, being duly sworn, says that he is one of the attorneys for respondent, and that he is authorized to and does make this verification on behalf of said respondent; that he has read the foregoing Answer and has knowledge of the contents thereof; and that the statements made therein

are true to the best of his knowledge, information and belief.

RICHARD W. LUND.

Subscribed and sworn to before me this 16th day of March, 1943.

[Seal]

ISOBEL V. HUGHES,

Notary Public in and for said
County and State.

[Endorsed]: Filed Mar. 17, 1943. Paul P.
O'Brien, Clerk.

Before The
National Labor Relations Board
Twenty-First Region
Case No. XXI-C-2088

In the Matter of:
THOMPSON PRODUCTS, INC.
and

UNITED AUTOMOBILE, AIRCRAFT AND
AGRICULTURAL IMPLEMENT WORK-
ERS OF AMERICA (U.A.W.-C.I.O.)

Room 808, United States Post Office and
Court House Building,

Spring, Temple and Main Streets,
Los Angeles, California,

Thursday, October 1, 1942.

The above-entitled matter came on for hearing,
pursuant to notice, at 10:00 o'clock a.m.

Before:

C. W. Whittemore,
Trial Examiner.

Appearances:

Robert C. Moore
and
Bartlett Breed,
Attorneys for the National Labor Relations Board.

Latham & Watkins
By Paul R. Watkins,
1112 Title Guarantee Building, Los Angeles, California, appearing on behalf of Thompson Products, Inc.

Howard Baldwin,
7727 Wilcox Avenue, Bell, California, appearing on behalf of Pacific Motor Parts Workers Alliance. [1*]

TESTIMONY

Trial Examiner Whittemore: The record shows the president is here, but as there is no motion to intervene, I thought we should have that in the record. If the notice was served upon him, that is sufficient, and his presence is noted on the record.

Mr. Baldwin: Could I explain to you why we don't have counsel here?

Trial Examiner Whittemore: I think that is un-

*Page numbering appearing at top of page of original Reporter's Transcript.

necessary. You either have or you haven't; I do not know that it matters. You are here. You have the right to have counsel if you wish.

Mr. Baldwin: I see.

Mr. Watkins: May I have read what took place while I was looking at this file?

Trial Examiner Whittemore: Certainly.

(The record was read.)

Mr. Watkins: The Trial Examiner has no objection to [7] Mr. Baldwin's stating his reason, does he?

Trial Examiner Whittemore: None at all, if he feels it is necessary. I don't see that it is, when he is here.

Mr. Watkins: My only thought was that so long as his statement is made, it would be well to complete it rather than to leave it incomplete, if he wants to do so.

Trial Examiner Whittemore: I have no objection. Go ahead.

Mr. Baldwin: The reason we haven't counsel, being an independent concern, we couldn't pay for it. We didn't have enough money to hire counsel for this particular hearing.

Trial Examiner Whittemore: All right. Do you think that clarifies the record, Mr. Watkins?

Mr. Watkins: Yes. I think that states his reason for it.

Trial Examiner Whittemore: All right. [8]

BOARD'S EXHIBIT No. 2

[Title of Board and Cause.]

STIPULATION

For the purposes of the above captioned case and for no other purpose Thompson Products, Inc., herein called the Company, and Robert C. Moore, Attorney, National Labor Relations Board, stipulate and agree as follows:

1. The Company is a corporation incorporated June 17, 1916, under the laws of the State of Ohio, having its principal office at 2196 Clarkwood Road, Cleveland, Ohio. The Company operates industrial plants in Cleveland, Ohio, Detroit, Michigan, and Bell, California, and through a subsidiary corporation, Thompson Products, Ltd., operates a plant in Canada.

2. The industrial plant operated by the Company in Bell, California, referred to herein as the West Coast Plant, is located at 8354 Wilcox Avenue, Bell, Los Angeles County, California. This plant was purchased as a going concern by the Company on April 8, 1937, from Jadson Motor Products Company, and thereafter was operated by the Company under the name Jadson Motor Products Company until about July 1, 1940, at which time the Company dropped the designation Jadson Motor Products Company and continued thereafter down to the present time to operate the West Coast Plant under the name "Thompson Products, Inc., West Coast Plant."

3. The Company is engaged at its West Coast

Plant in the business of manufacturing, producing and selling aircraft engine bolts, assembly bolts and miscellaneous engine and aircraft fuselage parts. The principal material used by the Company in its manufacturing operations at said West Coast Plant is steel and during the calendar year 1941 it purchased steel valued at not less than \$350,000, approximately 85% of which steel was purchased and transported from sources of supply located in States of the United States other than California.

4. During the calendar year 1941 the Company produced at its West Coast Plant and sold products valued at not less than \$1,500,000. Of the sales of these products approximately 65% were made to customers located outside the State of California.

5. This stipulation may be introduced in evidence in the above captioned case as evidence of the matters herein stipulated and agreed upon. Nothing contained herein shall operate to prevent either party hereto from introducing further evidence with respect to the issues in the above captioned case.

THOMPSON PRODUCTS, INC.

By LATHAM MATTHEWS

By PAUL R. WATKINS

Its Attorney

ROBERT C. MOORE

Attorney, National Labor Relations Board, Twenty-first Region

Dated at Los Angeles, California, this 1st day of October, 1942.

HOWARD CURTIS BALDWIN,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Moore) Will you state your full name, please?

A. Howard Curtis Baldwin.

Q. Are you employed? A. Yes.

Q. Where?

A. Thompson Products, Inc., West Coast plant.

Q. How long have you been so employed?

A. Approximately two and one-half years.

Q. Are you acquainted with an organization known as Pacific Motor Parts Workers Alliance?

A. Yes.

Q. Do you hold any office in that organization?

A. Yes.

Q. Is Pacific Motor Parts Works Alliance an organization formed for the purposes of collective bargaining on behalf of those whom it represents?

A. Yes.

Q. Do you have the constitution and by-laws of the Pacific [12] Motor Parts Workers Alliance with you? A. Yes, I have.

Q. May I see them, please?

Mr. Moore: I will ask that this document be marked as Board's Exhibit 3 for identification.

(Thereupon the document referred to was marked as Board's Exhibit No. 3, for identification.)

(Testimony of Howard Curtis Baldwin.)

Q. (By Mr. Moore) Mr. Baldwin, I show you a document marked Board's Exhibit 3 for identification, consisting of four typewritten pages, three pages containing written signatures, and ask you if you know what it is. A. Yes.

Q. What is it?

A. It's the constitution and by-laws of the Pacific Motor Parts Workers Alliance.

Mr. Moore: I offer Board's Exhibit 3 for identification in evidence.

Mr. Watkins: May I see it, Mr. Moore?

Mr. Moore: If counsel desires to stipulate that a copy may be used, I have no objection. I understand the Alliance would like to keep their original document.

Mr. Watkins: I think perhaps the photostatic copy is what you should put in the record though.

Trial Examiner Whittemore: Will you ask the witness, Mr. Moore, if this is the current constitution and by-laws [13] on which they are now operating?

Q. (By Mr. Moore) Mr. Baldwin, is the document that you have identified, the constitution and by-laws as they are now written, of the Pacific Motor Parts Workers Alliance?

A. I would have to read it over first to make sure.

Mr. Watkins: We have no objection to the introduction of the exhibit, and no objection to the replacement of the original by either a photostat,

(Testimony of Howard Curtis Baldwin.)

or copy, and I think a photostat, under the circumstances, will be best.

Mr. Moore: I agree.

Trial Examiner Whittemore: I will let the witness first examine the document so that he may answer the question still on the record.

Q. (By Mr. Moore) Will you examine the document marked Board's Exhibit 3 for identification and see whether or not the Pacific Motor Parts Workers Alliance is now operating under that constitution and by-laws?

A. I would have to examine this alongside of the present record in order to verify the exact wording of it. You know what I mean; you can't remember all of it.

Trial Examiner Whittemore: Off the record.

(There was a discussion off the record.)

Trial Examiner Whittemore: On the record.

Q. (By Mr. Moore) You have examined Board's Exhibit 3 for identification. Do you recognize it as the original [14] constitution and by-laws under which the Alliance was formed?

A. Yes, I do.

Q. Do you have your constitution and by-laws at the present time in any other form?

A. We have it in the booklet form.

Mr. Moore: Will you mark this as Board's Exhibit 4 for identification?

(Thereupon the document referred to was marked as Board's Exhibit 4, for identification.)

(Testimony of Howard Curtis Baldwin.)

Q. (By Mr. Moore) I show you a small booklet which has been marked Board's Exhibit 4 for identification and ask you if the portion of that booklet "Pacific Motor Parts Workers Alliance, Constitution and By-Laws," reflects the constitution and by-laws under which the Alliance now operates?

A. Yes, it does, except for four by-laws that have not been inserted in here.

Q. Do you have copies of these four by-laws that have been adopted since this was printed, or the four by-laws to which you refer?

A. The four by-laws were printed, the four by-laws were made when the original was made, and they were somehow or other neglected to be put in here. I don't know why they were overlooked.

Q. Do you have any document from which you can give us the [15] contents of the four by-laws which are not included in this little booklet marked Board's Exhibit 4?

A. No, I haven't that with me.

Q. Do I understand you to say that there are four by-laws in this original document that are not contained in this booklet marked Board's Exhibit 4 for identification?

A. Well, it is supposed to be in this copy here.

Trial Examiner Whittemore: When you say "copy" you are referring to Board's Exhibit 3?

The Witness: Yes, Board's Exhibit 3.

Q. (By Mr. Moore) How many sections does Board's Exhibit 3 for identification have? How many headings does it have? A. 13.

(Testimony of Howard Curtis Baldwin.)

Q. And what is the last section on it?

A. That's the signatures.

Q. It reads, does it not: Section 13, "The undersigned by affixing their signatures heretofore signify their affiliation with the Alliance as regular members thereof" and after that appear the signatures? A. Yes.

Q. It is a fact, is it not, that this booklet marked Board's Exhibit 4 for identification, with the exception of Section 13 appearing in Board's Exhibit 3 for identification, is the same as Board's Exhibit 3 for identification? [16] A. Right.

Q. Well, now——

A. Yes, I know what you are getting at. I will tell you. The four I am referring to, evidently I am wrong in making the statement they were incorporated at the time this was done. They probably came after this was printed. What I mean is: There were by-laws passed after Board's Exhibit 3 was drawn up, there were four by-laws passed that are not incorporated in that little book.

Trial Examiner Whittemore: Can you get hold of those so that we will have a complete record?

The Witness: I could bring them here, yes. I will have to get them.

Mr. Moore: All right.

Trial Examiner Whittemore: At the next recess, is there someone you can have bring them in that you could contact by telephone, or get them here this afternoon?

(Testimony of Howard Curtis Baldwin.)

The Witness: I will try to get them here, yes, sir.

Trial Examiner Whittemore: All right.

Mr. Moore: I will offer Board's Exhibit 3 for identification in evidence.

Trial Examiner Whittemore: As I understand it there is no objection to that. Have you any, Mr. Baldwin?

The Witness: No.

Trial Examiner Whittemore: Very well. Board's Exhibit 3 [17] is received.

(Thereupon the document heretofore marked as Board's Exhibit 3 for identification was received in evidence.)

P.M.P.W.A.

PACIFIC ~~██████~~ MOTOR PARTS WORKERS ALLIANCE
CONSTITUTION & BY LAWS

I.

Pursuant to the authority granted by the National Labor Relations Act, commonly known as the Wagner Act, there is hereby organized and the undersigned do hereby associate themselves in an organization to be known as Pacific Motor Parts Workers Alliance, for the purposes and upon the conditions as set forth herein. This particular group shall be known and designated as Local No. 1.

II.

PURPOSE. The purpose of this organization shall be to bargain collectively with employers of members by means of representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

III.

MEMBERSHIP. (a) Membership shall be limited to individuals working in the automobile or airplane industries in California, Washington and Oregon.

(b) Membership in Local No. 1 shall be limited to employees of the ~~Thompson Motor Products Inc.~~ *Thompson Products Inc.*, who are members of the general working force and who are not in a position to employ or discharge men under them on their own initiative.

(c) The Executive Council shall act as a committee on membership and shall have the power to ~~NATIONAL LABOR RELATIONS BOARD~~ in the organization.

CASE NO. 2778 BOARD PETITIONER (RESPONDENT) EXHIBIT NO. 3-Read

IV. IN THE MATTER OF Thompson Products Inc.
DATE 10/1/48 WITNESSES Balderson

EXECUTIVE COUNCIL. (a) There is hereby created an executive council of five members. To serve as an executive councilman, an individual must be an American citizen, twenty-one years or more of age and in the employ of a firm for not less than one year.

DATE 7/1/48 WITNESSES ETHEL E. FISHER, OFFICIAL SECRETARY

Bbs 3-rid

RECEIVED
ATTORNEY AND COUNSELLORS AT LAW
SUITE 217 BANK OF AMERICA BUILDING
SAN FRANCISCO, CALIFORNIA
HARRINGTON, PARR, GARRISON,
PACIFIC LABORERS 2161

(b) Election for Executive Council shall be conducted annually at the regular annual meeting of the organization and shall be conducted as follows:

The members of the Alliance shall cast their ballots for Executive Councilmen. Said ballots shall be collected and counted forthwith and the names of the ten eligible individuals receiving the highest number of votes shall be again balloted upon by the members and the five eligible individuals receiving the highest number of votes shall then be declared to be elected as Executive Councilmen.

V.

OFFICERS. The officers of this organization shall consist of a President, ~~President and seven~~ Vice-Presidents, ~~Secretary~~ Treasurer. Said officers shall be elected as follows:

Immediately following the election of the representatives to the Executive Council as hereinabove set forth, said Executive Council shall meet and shall proceed to elect by ballot the officers *except see above what shall be elected by ballot the same as Councilmen. See lines to have* here provided for ~~the same as Councilmen~~. *by ballot the same as Councilmen. See lines to have* The President, with the consent of the Executive Council, shall have the right to appoint all standing committees, representatives for the purpose of engaging in collective bargaining with employers and representatives for all other lawful activities within the scope of this organization. The term of office of Executive Councilmen shall be for one year, or until their successors are elected and qualified. The President, with the approval of *a majority of* the Executive Council shall have full power to carry on and manage the business of the organization in all its lawful purposes, aims, and objectives.

VI.

MEETINGS. (a) The regular annual meeting of this organization shall be held on the 3rd day of August of each year, unless said date shall fall upon a legal holiday, in which event the said

Noting given in Council

1 meeting shall be held on the next regular business day. Special
2 meetings of this organization shall be held upon call of the
3 President or Executive Council.

4 The Executive Council shall hold a regular meeting once
5 each calendar month, the date thereof to be determined by the
6 Executive Council, for the purpose of considering the welfare of
7 the organization and hearing cases involving individual grievances
8 ~~of members of this organization.~~ of members of this organization.

9 The Executive Council shall hold such special meetings
10 as may from time to time appear necessary, and shall meet upon call
11 of the President, ~~the~~ the Vice-Presidents or the Secretary,
12 upon not less than six (6) hours notice to the members of the
13 Executive Council.

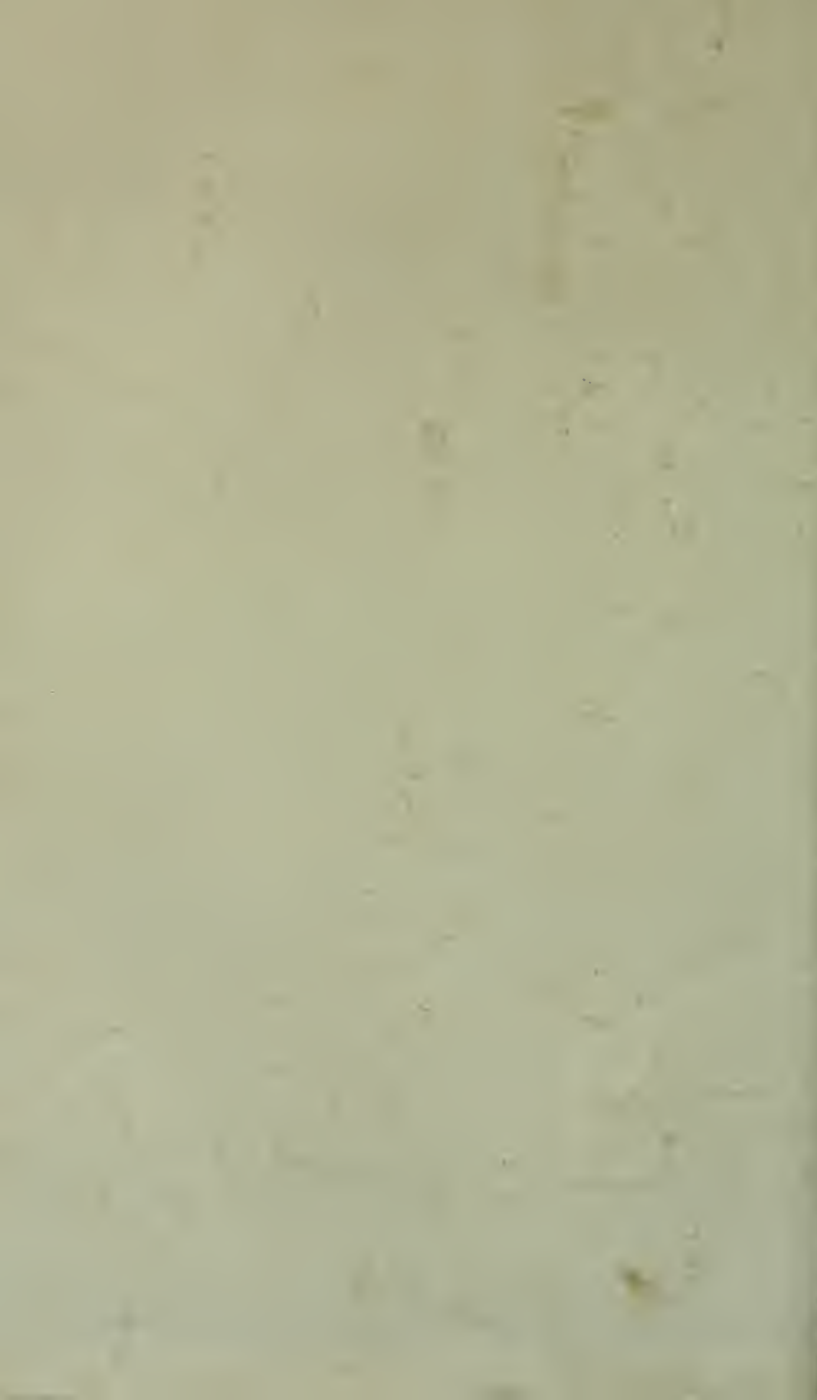
14 VII.

15 EXPULSION OF MEMBERS. Any elected or appointed officer
16 or member whose act or acts are detrimental to the welfare of this
17 organization, whether directed against an officer or member or the
18 organization itself, shall be subject to forfeiture of his office
19 or membership or any action the Executive Council may see fit to
20 take, after a fair trial before the Executive Council in regular
21 or special call session.

22 Where not otherwise specified herein, order of business
23 and rules of conduct shall be governed by Roberts Rules of Order
24 and such by-laws as may be adopted by the Executive Council and
25 approved by a majority vote of the members at any regular or
26 special meeting.

27 VIII.

28 VOTING. All regularly admitted members of this organization
29 shall have the right to vote in all regular or special meetings,
30 whether they are qualified to serve as members of the Executive
31 Council or not. In voting for Executive Councilmen, each member
32 in good standing shall have as many votes as there are Executive



Councilmen to be elected, but such votes may not be cumulated.

IX.

QUORUM. A majority of the Executive Councilmen shall constitute a quorum of the Executive Council and a majority of the members in good standing shall constitute a quorum of the Alliance.

X.

Amendments. The Constitution and By-Laws may be repealed or amended or new by-laws may be adopted by the vote of a majority of the Executive Council and the approval by vote or written consent of two-thirds of the members in good standing. The power to repeal and amend the Constitution and By-Laws and to adopt new by-laws may, by a similar vote or written consent, be delegated to the Executive Council, and such power, when so delegated, may be revoked by a similar vote or written consent.

XI.

POWERS AND DUTIES.

President. It shall be the duty of the President to preside at all regular and special meetings of the Executive Council and of the Alliance and he shall have such other powers and duties as are specifically set forth herein.

Vice-President. It shall be the duty of the Vice-President to perform the duties of the President if he shall be unable to act and to perform any other duties which may be assigned to ^{him} ~~them~~ by the Executive Council.

Secretary-Treasurer. It shall be the duty of the Secretary-Treasurer to keep a record of the proceedings of the Executive Council and of meetings of the Alliance, to receive and keep all funds of the Alliance, to keep accurate account thereof, and to disburse such funds only upon the check of the President, or ~~the~~ the Vice-President and the Secretary-Treasurer.

XII.

INITIATION AND MEMBERSHIP FEES. Initiation and Membership fees shall be regulated by the Executive Council, with the approval

1 of a majority vote or written consent of the members in good
2 standing.

3 XIII.

4 The undersigned, by affixing their signatures hereto,
5 signify their affiliation with the Alliance as regular members
6 thereof.

7 *Signed this 3rd day of August 1937 at Maywood, Calif.*
8 James Creek 6418 Heliotrope ave
9 Floyd H. Rankin 1424 Castle Gate Ave - Compton
10 G. M. Fickel 6252 1/2 Hwy Ave Bell
11 C. O. Stubbins 6039 Benemer Danney
12 E. J. Fickle 4884 Bell Ave, Bell
13 R. D. Kirby 6417 22nd - Bell
14 Waino Kangas 3522 656 St Maywood.
15 G. M. Ruckelshaus 6423 6th Ave Bell
16 Robert Quisenberry 3074 Southern Ave South Gate.
17 J. H. Bright 1345 Ohio Ave, Long Beach
18 Chas. W. Ralttman 308 W. Raymond St. Compton
19 Otto W. Gueyler 1405 Cooks Ave St. Compton
20 H. F. L. - Har 6705 Heliotrope Bell
21 Bert H. H. 6637 Ohio Ave. Bell
22 John Embodur 14 East 89th St. A.
23 R. A. H. 6029 - 1st St. A.
24 A. D. H. 3685 Chestnut - South Gate.
25 Joseph L. H. 2713 Indiana St South Gate
26 Oliver D. H. 2713 Indiana St South Gate
27 Myrtle M. H. 2713 Indiana St South Gate
28 Rose F. H. 775 1/2 Clara St. Los Angeles
29 Harold H. H. 775 1/2 Clara St. Los Angeles
30 Dean Gardner 3814 658 St Maywood.
31 Wayne H. H. 7304 Eliza Ave. S. Gate Calif.
32

- 1 George Sherlock 6517 Kink St.
- 2 Ray Reed
- 3 Carl Hermann 1331 1/2 La
- 4 Rudolf Kohfeld 73 1/2 Sycamore Rd. El Monte
- 5 8206 S. Atlantic
- 6 Percy Ward 1240 Atlantic Dr. Compton
- 7 William Edgill 1255 Dimeson and Compton
- 8 Sam L Koep 7317 Atlantic Blvd. Bell.
- 9 Brill Matheson. 4217 1/2 Palm ave. Bell.
- 10 William Egan 3932 Flower St. Bell.
- 12 Lucile Leatherwood - 6045 - Woodlawn. Maywood
- 13 L. P. Leatherwood 6045 Woodlawn St., Maywood, Calif.
- 14 Lillian Gregg 418 W. Bailey - Whittier
- 15 Glenn D. Kincaid 515 W Walnut, El Segundo Calif.
- 17 Raymond Kinney 7317 Atlantic Blvd. Bell.
- 18 Clarence B. Ackerman 4414 Walker ave, Bell.
- 19 Lester Bebb - 6321 Palm ave. Bell. Calif.
- 20 Frank Ankers 3661 Virginia Lynnwood, Calif.
- 21 Barney Baimme 267 Telegraph Road Riviera
- 22 L. P. Kinney 6015 Lumber St. Bell Gardens
- 23 E. L. Cunningham 1024 S. Maple Ave L. A.
- 24 James Wood 5711 Pine Oak, Bell
- 25 Donald J. McQuaig 8212 Atlantic, Bell
- 26 L. Corby 660 E Imperial Downey
- 27 Mae Freitas 1918 - E - 84th St L. A.
- 28 Emory Hickles 8603 Compton Ave. L. A.
- 29 L. P. Leatherwood - 6045 Woodlawn and Maywood
- 30 James A. Cleburgh - 2011 E Century Bell L. A.
- 31 Pearl Monies 251 1/2 St. Downey
- 32 Ted Gray 4251 Clara St Bell L. A.
- Robert Schell 307 S. 6th Alhambra

1 Frank Runyan 10258 Calif ave. So Gate
 2 V.G. Overholser 8461 San Juan Ave So Gate
 3 Chas. O Tompkins 10127 Pescadero ave Sp Gate
 4 Stas. Edmund Little 9812 San Juan South Gate
 5 W.J. Sturben 9510 Cecilia St Bell Co. Inglewood, Calif
 6 Pauline Klein 2814 Cincinnatus St La
 7 Wm. T. Galbreith 1208 - 3rd Ave Norwalk Calif
 8 Eddie Linderson 5142 Duncan way So Ga
 9 Louis Orbie P.O. Box 214 Bell Cal.
 10 Howard Zimmerman
 11 7644 Atlantic Blvd.
 12
 13 Pearl Passon 810 E 76 P.L. Los Angeles Calif
 14 B.E. Prickett 7605 Atlantic ave Bell
 15 S.D. Bellweg 6707 Kensington Ave Bell
 16 Julius Harvey Chan 2624 Century Pl Hollywood
 17 R.H. Royter 2617 1/2 Somerset Drive Los Angeles
 18 N.J. Clifford 4500 Santa Ana Bell Calif
 19 Chas. D. Newer - 7811 1/2 S Santa St. N. Park
 20 Carl Hye 9230 San Juan Ave So Gate
 21 W.C. Christensen 10927 - Firmona ave
 22 Aud Marshall 4202 Lin Oak Bell Inglewood
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 25
 26
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 32

(Testimony of Howard Curtis Baldwin.)

Mr. Watkins: I understand the Board will photostat that and give the original back, if that is the original?

Mr. Moore: Yes.

Trial Examiner Whittemore: I take it for granted counsel will do as he said he would do. If he doesn't, call it to my attention, please.

Mr. Moore: I also offer Board's Exhibit 4 in evidence.

Trial Examiner Whittemore: Any objection.

Mr. Watkins: No objection.

Trial Examiner Whittemore: Any objection, Mr. Baldwin?

The Witness: None.

Trial Examiner Whittemore: Very well. It may be received and may I suggest we reserve 4-A for the material which Mr. Baldwin is going to bring in, which will make this document complete?

(Thereupon the document referred to, heretofore marked Board's Exhibit 4 for identification, was received in evidence.)

(Testimony of Howard Curtis Baldwin.)

BOARD'S EXHIBIT No. 4

P. M. P. W. A.

This certifies that Clyde Spencer
is a Member of
Pacific Motor Parts Workers Alliance
Local No. 1, Bell, Calif.
and is entitled while in good standing to
all its benefits

E. L. FICKLE,
President
LESTER BEBB,
Sec.-Treas.
(4 Blank)

Pacific Motor Parts Workers Alliance
Constitution & By-Laws

I.

Pursuant to the authority granted by the National Labor Relations Act, commonly known as the Wagner Act, there is hereby organized and the undersigned do hereby associate themselves in an organization to be known as Pacific Motor Parts Workers Alliance, for the purposes and upon the conditions as set forth herein. This particular group shall be known and designated as Local No. 1.

II.

Purpose. The purpose of this organization shall be to bargain collectively with employers of members by means of representatives of their own choos-

(Testimony of Howard Curtis Baldwin.)

ing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

III.

Membership. (a) Membership shall (5) be limited to individuals working in the automobile or airplane industries in California, Washington and Oregon.

(b) Membership in Local No. 1 shall be limited to employees of the Thompson Products, Inc., who are members of the general working force and who are not in a position to employ or discharge men under them on their own initiative.

(c) The Executive Council shall act as a committee on membership and shall have the power to accept or reject membership in the organization.

IV.

Executive Council. (a) There is hereby created an executive council of five members. To serve as an executive councilman, an individual must be an American citizen, twenty-one years or more of age and in the employ of a firm for not less than one year.

(b) Election for Executive Council shall be conducted annually at the regular annual meeting of the organization and shall be conducted as follows:

The members of the Alliance shall cast their ballots for Executive Councilmen. Said ballots shall be collected and count- (6) ed forthwith and the names of the ten eligible individuals receiving the highest number of votes shall be again balloted upon by the members and the five eligible individuals receiving

(Testimony of Howard Curtis Baldwin.)

the highest number of votes shall then be declared to be elected as Executive Councilmen.

V.

Officers. The officers of this organization shall consist of a President, Vice-President, and Secretary-Treasurer. Said officers shall be elected as follows:

Immediately following the election of the representatives to the Executive Council as hereinabove set forth, said Executive Council shall meet and shall proceed to elect by ballot the officers herein provided for except Secretary-Treasurer, who shall be elected by ballot the same as Councilmen, Secretary and Treasurer to have no voting power in council. The President, with the consent of the Executive Council, shall have the right to appoint all standing committees, representatives for the purpose of engaging in collective bargaining with employers and representatives for all other lawful activities within the scope of this organization. The term of office of Executive Councilmen (7) shall be for one year, or until their successors are elected and qualified. The President, with the approval of a majority of the Executive Council shall have full power to carry on and manage the business of the organization in all its lawful purposes, aims, and objectives.

VI.

Meetings. (a) The regular annual meeting of this organization shall be held on the 3rd day of August of each year, unless said date shall fall upon

(Testimony of Howard Curtis Baldwin.)

a legal holiday, in which event the said meeting shall be held on the next regular business day. Special meetings of this organization shall be held upon call of the President or Executive Council.

The Executive Council shall hold a regular meeting once each calendar month, the date thereof to be determined by the Executive Council for the purpose of considering the welfare of the organization and hearing cases involving individual grievances of members of this organization.

The Executive Council shall hold such special meetings as may from time to time appear necessary, and shall meet upon call of the President, the Vice-President or the Secretary, upon not less than six (6) (8) hours notice to the members of the Executive Council.

VII.

Expulsion of Members. Any elected or appointed officer or member whose act or acts are detrimental to the welfare of this organization, whether directed against an officer or member or the organization itself, shall be subjected to forfeiture of his office or membership or any action the Executive Committee may see fit to take, after a fair trial before the Executive Council in regular or special call session.

Where not otherwise specified herein, order of business and rules of conduct shall be governed by Roberts Rules of Order and such by-laws as may be adopted by the Executive Council and approved by a majority vote of the members at any regular or special meeting.

(Testimony of Howard Curtis Baldwin.)

VIII.

Voting. All regularly admitted members of this organization shall have the right to vote in all regular or special meetings, whether they are qualified to serve as members of the Executive Council (9) or not. In voting for Executive Councilmen, each member in good standing shall have as many votes as there are Executive Councilmen to be elected, but such votes may not be cumulated.

IX.

Quorum. A majority of the Executive Councilmen shall constitute a quorum of the Executive Council and a majority of the members in good standing shall constitute a quorum of the Alliance.

X.

Amendments. The Constitution and By-Laws may be repealed or amended or new by-laws may be adopted by the vote of a majority of the Executive Council and the approval by vote or written consent of two-thirds of the members in good standing. The power to repeal and amend the Constitution and By-Laws and to adopt new by-laws, by a similar vote or written consent, be delegated to the Executive Council, and such power, when so delegated, may be revoked by a similar vote or written consent. (10)

XI.

Powers and Duties.

President. It shall be the duty of the President

(Testimony of Howard Curtis Baldwin.)

to preside at all regular and special meetings of the Executive Council and of the Alliance and he shall have such other powers and duties as are specifically set forth herein.

Vice-President. It shall be the duty of the Vice-President to perform the duties of the President if he shall be unable to act and to perform any other duties which may be assigned to him by the Executive Council.

Secretary-Treasurer. It shall be the duty of the Secretary-Treasurer to keep a record of the proceedings of the Executive Council and of meetings of the Alliance, to receive and keep all funds of the Alliance, to keep accurate account thereof, and to disburse such funds only upon the check of the President, or the Vice-President and the Secretary-Treasurer. (11)

XII.

Initiation and Membership Fees

Initiation and Membership fees shall be regulated by the Executive Council, with the approval of a majority vote or written consent of the members in good standing. (12)

(13 blank)

(14 blank)

1941

Date	Dues	Rec'd By
Jan.	-----	-----
Feb.	-----	-----
Mar.	25	LB
April	25	LB

(Testimony of Howard Curtis Baldwin.)

May	25	L.B.
June	25	L.B.
July	25	L.B.
Aug.	25	L.B.
Sept	25	L.B.
Oct.	25	L.B.
Nov.	25	L.B.
Dec.	25	L.B.

(15)

1942

Date	Dues	Rec'd By
Jan.	25	L.B.
Feb.	25	L.B.
Mar.	25	L.B.
April	25	L.B.
May	25	L.B.
June	-----	-----
July	-----	-----
Aug.	-----	-----
Sept.	-----	-----
Oct.	-----	-----
Nov.	-----	-----
Dec.	-----	-----

(16)

1943

Date	Dues	Rec'd By
Jan.	-----	-----
Feb.	-----	-----
Mar.	-----	-----
April	-----	-----
May	-----	-----
June	-----	-----
July	-----	-----
Aug.	-----	-----
Sept.	-----	-----
Oct.	-----	-----
Nov.	-----	-----
Dec.	-----	-----

(17)

(Testimony of Howard Curtis Baldwin.)

1944

Date	Dues	Rec'd By
Jan.	-----	-----
Feb.	-----	-----
Mar.	-----	-----
April	-----	-----
May	-----	-----
June	-----	-----
July	-----	-----
Aug.	-----	-----
Sept.	-----	-----
Oct.	-----	-----
Nov.	-----	-----
Dec.	-----	-----

(18)

1945

Date	Dues	Rec'd By
Jan.	-----	-----
Feb.	-----	-----
Mar.	-----	-----
April	-----	-----
May	-----	-----
June	-----	-----
July	-----	-----
Aug.	-----	-----
Sept.	-----	-----
Oct.	-----	-----
Nov.	-----	-----
Dec.	-----	-----

(19)

1946

Date	Dues	Rec'd By
Jan.	-----	-----
Feb.	-----	-----
Mar.	-----	-----
April	-----	-----
May	-----	-----
June	-----	-----
July	-----	-----
Aug.	-----	-----

(Testimony of Howard Curtis Baldwin.)

Date	Dues	Rec'd By
Sept.	-----	-----
Oct.	-----	-----
Nov.	-----	-----
Dec.	-----	-----
	(20)	

Q. (By Mr. Moore) Mr. Baldwin, is the organization of which you have testified that you are president known as Local No. 1 of Pacific Motor Parts Workers Alliance? A. Yes.

Q. And membership in that, I notice by your-by-laws, is [18] limited to employees of Thompson Products, Inc.? A. Yes.

Q. Have any other locals of that Alliance been formed? A. No.

Mr. Watkins: I wonder if it might expedite matters if we stipulate on the record that we can refer to this organization as the "Alliance"?

Mr. Moore: I think it would be well to do that.
Trial Examiner Whittemore: All right.

Mr. Moore: Will you so stipulate, Mr. Baldwin?
The Witness: Yes.

Q. (By Mr. Moore) Has the Alliance had collective bargaining agreements with Thompson Products, Inc.? A. Yes.

Mr. Moore: May we go off the record a moment?

Trial Examiner Whittemore: Surely. Off the record.

(There was a discussion off the record.)

Trial Examiner Whittemore: On the record.

(Testimony of Howard Curtis Baldwin.)

Mr. Moore: Will you mark these as Board's Exhibits 5-A to 5-E for identification?

(Thereupon the documents referred to were marked as Board's Exhibits 5-A to 5-E, both inclusive, for identification.)

Q. (By Mr. Moore) I have had the reporter mark for identification as Board's Exhibits 5-A, 5-B, 5-C, 5-D, and 5-E, five documents which purport to be agreements between Pacific [19] Motor Parts Workers Alliance and Jadson Motor Products Company, with the exception of two marked 5-D and 5-E, which appear to be agreement between Pacific Motor Parts Workers Alliance and Thompson Products, Inc.

May it be stipulated that the documents marked 5-A through 5-E are copies of contracts as they purport to be on their face, that there has been no gap in the existence of contracts between either Jadson Motor Products Company and the Alliance or Thompson Products, Inc., and the Alliance?

Mr. Watkins: So stipulated.

Trial Examiner Whittemore: Do you join in the stipulation, Mr. Baldwin?

The Witness: Yes.

Trial Examiner Whittemore: I presume the record will eventually show what the Jadson Products is.

Mr. Moore: The record does show it in Board's Exhibit 2.

Trial Examiner Whittemore: I see. [20]

Mr. Moore: The record shows that on April 8,

(Testimony of Howard Curtis Baldwin.)

1937, that Jadson was taken over by Thompson Products, Inc., and that thereafter the plant formerly operated by Jadson was operated by Thompson Products, Inc., under the name Jadson Motor Products Company until approximately July 1, 1940.

Mr. Watkins: Yes, that is correct.

Trial Examiner Whittemore: All right.

Mr. Moore: I offer Board's Exhibit 5-A through 5-E in evidence.

Mr. Watkins: No objection.

The Witness: No objection.

Trial Examiner Whittemore: The documents are received.

(The documents referred to were marked as Board's Exhibits Nos. 5-A to 5-E, both inclusive, and were received in evidence.)

BOARD'S EXHIBIT No. 5-A

This Agreement made and executed this 12th day of August, 1937, by and between Jadson Motor Products Co., a corporation, hereinafter designated the Company and Pacific Motor Parts Workers Alliance, Local No. 1, a labor organization, hereinafter designated the Alliance;

Witnesseth:

Whereas, a majority of the employees of the Company have voluntarily associated themselves in the labor organization known as Pacific Motor Parts Workers Alliance, Local No. 1, and

(Testimony of Howard Curtis Baldwin.)

Whereas, the duly elected and appointed representatives of the Alliance have met with representatives of the Company and have agreed upon various terms and conditions of employment;

Now, Therefore, pursuant to the authority vested in the Company and in the properly constituted representatives of the Alliance and pursuant to the laws of the State of California and of the United States of America,

It Is Hereby Agreed By and Between the Alliance and the Company as follows:

1. The Company recognizes the Alliance as the exclusive representative of the employees of the Company for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the terms of the National Labor Relations Act.

It Is Hereby Agreed that the provisions of this contract shall continue in force for thirty days from the 12th day of August, 1938.

Signed:

(JAMES CREEK

Chairman, P.M.P.W.A.

(P. D. HILEMAN)

Management

2. The Company adopts and makes effective as of August 16, 1937, the wage scale which is attached hereto, marked Exhibit A, and by reference is made a part of this agreement.

3. The Company agrees to pay an overtime

(Testimony of Howard Curtis Baldwin.)

premium of time and one-third for work over eight hours in one day, or forty-five hours in one week and an overtime premium of time and one-half for work performed on Sunday or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The foregoing stipulation with respect to overtime applies to all employees with the exception of maintenance men, watchmen and employees whose duties normally call for work on Sundays and holidays, these employees to be given a regular day off during the week in lieu of Sunday.

4. The Company agrees to adopt a standard work week of forty-five hours, consisting so far as practicable of five eight-hour days and five hours on Saturday morning for the day force; five nine-hour days for the evening force. When this arrangement is made effective for the night force, overtime for night workers shall not begin until after nine hours in one day or forty-five hours in one week. It is understood and agreed that this arrangement for the night force is contingent on an hourly production during nights not less than hourly production during days.

5. The Company agrees that during the life of this contract it will not employ any additional Orientals or Mexicans.

6. The Company agrees to adopt and adhere to the following system of hearing individual

(Testimony of Howard Curtis Baldwin.)

grievances and discussing matters of importance to the general working force when presented by the Alliance or its representatives.

(a) Individual Grievances:

The employee concerned or a representative of the Alliance may present the matter to be discussed to the immediate foreman of the employee concerned. Failing a satisfactory adjustment, the matter shall then be referred by the Alliance to the General Superintendent. Again failing a satisfactory adjustment, the matter shall be referred to either a regular or a special meeting between duly elected representatives of the Alliance and a representative or representatives of the Company appointed for such purpose. In the event the matter still cannot be satisfactorily adjusted, it ~~shall~~ may be submitted upon consent of both parties to arbitration by three arbitrators: The Alliance to select one, the Company one and the two arbitrators thus chosen to select the third.

(b) Matters of General Interest:

Matters of general interest to the entire working force may be presented to the Company in a regularly scheduled or special meeting between the Company and the Alliance. Regular meetings between representatives of the Alliance and of the Company shall be held once monthly at 1:30 P. M. the third Monday of each month. Special meetings may be called upon forty-eight hours' notice upon request of either party.

(Testimony of Howard Curtis Baldwin.)

7. The Company agrees to discuss and consult with representatives of the Alliance with respect to:

(a) Shop rules and regulations.

(b) Inequitable times or standards.

8. The Company agrees within thirty (30) days from the date hereof to meet and negotiate with representatives of the Alliance with respect to a seniority agreement to govern general reductions of the working force.

9. The Company agrees prior to May 1, 1938, to negotiate with representatives of the Alliance whereby, barring unexpected business reverses, a vacation plan with pay for factory workers can be made effective during the year 1938.

10. This agreement shall remain in force for one year from the date hereof but the Alliance reserves the right to renegotiate any wage matters which are not general in character.

11. This agreement shall not be assignable by the Alliance nor shall it inure to the benefit of any successors without the written consent of the Company.

12. It is understood and agreed that this contract may be modified or revised at any time with the consent of both parties hereto. The effects of this contract is limited to operations of the Company at its plant near Bell, California.

(Testimony of Howard Curtis Baldwin.)

In Witness Whereof the parties have caused these presents to be duly executed the day and year in this agreement first above written.

**JADSON MOTOR
PRODUCTS CO.,**

By

Its.....

The Company

**PACIFIC MOTOR PARTS
WORKERS ALLIANCE,
LOCAL No. 1**

By

The Alliance.

EXHIBIT A

**FACTORY WAGE SCALE
Jadson Motor Products Company
(Division of Thompson Products, Inc.)**

Effective August 16, 1937

Job	Minimum	Average	Maximum
Small Machine Operations..... (Hand milling, drilling, cut-off, chamfering, etc.)	.50	.55	.60
Forge Department			
Cut off .....	.50	.55	.60
Electric upset .....	.61	.66	.71
Hammers and presses .....	.55	.60	.65
Upsetting Ford Ends.....	.61	.66	.71
Flash welding .....	.61	.66	.71
Heat Treat Department			
Sand blast .....	.50	.55	---
Furnace helper .....	.57	.62	.67
Heat treater (Class A).....	.70	.75	.80
Torch hardening .....	.57	.62	.67
Valve Straightening .....	.60	.65	.70

(Testimony of Howard Curtis Baldwin.)

Job	Minimum	Average	Maximum
Production Hand Screw Machines..... (Grooving, <i>maching</i> head diameter, boring and facing inserts)	.60	.65	.70
Special Screw Machines (Concave and radius lathes)	.63	.68	.73
Warner & Swasey 2A.....	.66	.71	.76
Valve Guide Department..... (Gun drilling, broaching, automatic porter cable machines)	.60	.65	.70
Grinders			
Commercial (Tip grinding, rough centerless, grinding necks, tapers, foot, reliefs, seats on valves; grind- ing insert faces)	.55	.65	.70
Special (Racing and aircraft valves, grinding radii, reliefs, grooves, seats, finishing stems)	.66	.71	.76
Seat Welding .....	.55	.70	.75
Inspection and Wrapping (Female).....	.42	.45	.48
Inspectors (Male) .....	.50	.55	.60
Shipping Department			
Clerks .....	.58	.63	.68
Pickup and delivery .....	.50	.55	.60
Maintenance Department			
Electrician .....	.70	.80	.85
Machine Repair Man .....	.70	.80	.85
Helpers .....	.55	.60	.65
Tool Room			
Tool Makers (Class A).....	.70	.80	.85
Tool room specialists.....	.60	.65	.70
Forge die makers.....	.66	.71	.76

(Testimony of Howard Curtis Baldwin.)

Note:

The following provisions apply to these rates:—

1. The minimum rate on a job becomes effective thirty days after the original date of employment in the event the employee has sufficient skill or ability to be retained permanently by the company.
2. The average rate becomes effective one hundred twenty days after the original employment date, unless it has been demonstrated conclusively to the employee and his representative of the Pacific Parts Workers Alliance that the employee is unable to produce the quantity or quality of work necessary to justify this rate. The average rate is for normal, standard performance on a job.
3. For better than average ability or output, an employee may be raised up to the maximum rate, in whole or in part, depending upon the judgment of the Management. The range between the average and maximum rates is reserved for better than average ability and output.
4. Employees designated as set-up men for a group or department will be paid 5¢ an hour over the maximum rate established for the job.

It Is Agreed that any maintenance man called for special work will be guaranteed two hours working time.

Signed:

(JIM CREEK)

Chairman P.M.P.W.A.

(P. D. HILEMAN)

Management

BOARD'S EXHIBIT No. 5-B

This Agreement made and executed this 12th day of September, 1938, by and between Jadson Motor Products Co., a corporation, hereinafter designated

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

the Company, and Pacific Motor Parts Workers Alliance, Local No. 1, a Labor organization, hereinafter designated the Alliance;

Witnesseth:

Whereas, a majority of the factory employees of the Company have voluntarily associated themselves in the labor organization known as Pacific Motor Part Workers Alliance, Local No. 1, and

Whereas, the duly elected and appointed representatives of the Alliance have met with representatives of the Company and have agreed upon various terms and conditions of employment;

Now, Therefore, pursuant to the authority vested in the Company and in the properly constituted representatives of the Alliance and pursuant to the laws of the State of California and of the United States of America,

It Is Hereby Agreed by and Between the Alliance and the Company as follows:

1. The Company recognizes the Alliance as the exclusive representative of the factory employees of the Company for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment in accordance with the terms of the National Labor Relations Act.

2. The Company adopts and makes effective as of the date of this agreement the wage scale which is attached hereto, marked Exhibit A, and by ref-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

erence makes the same a part of this agreement.

3. All work in any one week in excess of the number of hours then constituting the company's standard work week, as herein provided, shall be considered overtime. All work on Sundays, or on any of the following legal holidays, to-wit: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be considered holiday time. The Company agrees to pay for all overtime at one and one-third the regular rates and for all holiday time at one and one-half the regular rates.

Provided, however, that from and after the date on which the Company adopts the forty-four hour standard work week, as provided in Paragraph 4 hereof, it shall pay one and one-half the regular rates for overtime.

Provided, further, however, that the foregoing provisions relating to a premium for overtime and holiday time shall not apply to maintenance men, watchmen, or employees whose duties normally call for work on Sundays and holidays. They shall receive no premium for holiday time; and they shall receive no premium for overtime except as hereinafter provided. From and after the date on which the Company adopts the forty-four hour standard work week, as provided in Paragraph 4 hereof, they shall be paid at one and one-half the regular rates for all work in excess of forty-four hours in any one week.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

Watchmen, maintenance men and other employees whose duties normally call for work on Sundays and holidays shall be given a regular day off during the week in lieu of Sunday.

4. The Company agrees to continue its present standard work week of forty-five hours, consisting so far as practicable of five eight-hour days and five hours on Saturday morning for the day shift and five nine-hour days for the evening shift. It is understood and agreed that this arrangement for the night shift is contingent on an hourly production during nights not less than hourly production during days.

Provided, however, that on or not more than seven days prior to the effective date of Section 7 of the Fair Labor Standards Act of 1938 the Company will adopt a standard work week of forty-four hours, the reduction from a standard work week of forty-five hours to be effected for the day shift, so far as practicable, by providing for four instead of five hours of work on Saturday; and, for the evening shift, by providing for eight rather than nine hours of work on Friday evening until midnight.

5. The Company agrees that during the life of this contract it will not employ any additional Orientals or Mexicans.

6. The Company agrees to continue the following system of hearing individual grievances and discussing matters of importance to the general

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

working force when presented by the Alliance or its representatives.

(a) Individual Grievances:

The employee concerned or a representative of the Alliance may present the matter to be discussed to the immediate foreman of the employee concerned. Failing a satisfactory adjustment, the matter shall then be referred by the Alliance to the General Superintendent. Again failing a satisfactory adjustment, the matter shall be referred to either a regular or a special meeting between duly elected representatives of the Alliance and a representative or representatives of the Company appointed for such purpose. In the event the matter still cannot be satisfactorily adjusted, it may be submitted upon the consent of both parties to arbitration by three arbitrators: The Alliance to select one, the Company one and the two arbitrators thus chosen to select the third.

(b) Matters of General Interest:

Matters of general interest to the entire working force may be presented to the Company in a regularly scheduled or special meeting between the Company and the Alliance. Regular meetings between representatives of the Alliance and of the Company shall be held once monthly at 1:30 P. M. the third Monday of each month. Special meetings may be called upon forty-eight hours' notice upon request of either party.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

7. The Company agrees to discuss and consult with representatives of the Alliance with respect to:

(a) Shop rules and regulations.

(b) Inequitable times or standards.

8. The agreement dated October 6, 1937, made and entered into between the Company and the Alliance and relating to seniority, lay-offs and promotions, a copy of which is annexed hereto, marked "Exhibit B", is by this reference incorporated herein and made a part hereof. Said agreement of October 6, 1937, shall continue in force during the life of, and shall expire at the same time as, this agreement.

9. If and when the condition of its business warrants such a step, the Company will resume the discussions heretofore had with the Alliance regarding a vacation plan with pay for factory workers.

10. This agreement shall remain in force for one year from the date hereof, but the Alliance reserves the right to renegotiate any wage matters which are not general in character.

11. This agreement shall not be assignable by the Alliance, nor shall it inure to the benefit of any successor or successors of Alliance, without the written consent of the Company.

12. It is understood and agreed that this contract is limited to the factory operations of the Company at its plant near Bell, California.

13. It is further understood that this contract

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)
may be modified or revised at any time with the
consent of both parties hereto.

14. This contract supersedes the contract dated
August 12, 1937, between the Company and Alli-
ance, as the same has heretofore been amended and
extended, and said agreement of August 12, 1937
is hereby terminated.

In Witness Whereof *that* parties have caused
these presents to be duly executed the day and year
in this agreement first above written.

JADSON MOTOR PRODUCTS
CO.

By P. D. HILEMAN

Its Genl. Mgr.

The Company.

PACIFIC MOTOR PARTS
WORKERS ALLIANCE,
LOCAL No. 1

By T. G. OVERHULSE

E. T. FICKLE

FLOYD N. PFANKUCH

L. J. LEATHERWOOD

O. P. WRIGHT

The Alliance.

G.

The name of O. P. Wright was omitted because
he was on vacation at the time this contract was
signed.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

EXHIBIT A

FACTORY WAGE SCALE

Jadson Motor Products Company

(Division of Thompson Products, Inc.)

Job	Rate per Hour		
	Minimum	Average	Maximum
Small Machine Operations.....	.50	.55	.60
(Hand milling, drilling, cut-off, chamfering, etc.)			
Forge Department			
Cut off .....	.50	.55	.60
Electric upset .....	.61	.66	.71
Hammers and presses.....	.55	.60	.65
Upsetting Ford Ends .....	.61	.66	.71
Flash welding .....	.61	.66	.71
Special Note: Any Forge Department man transferred from his regular employment to any Forge Department operation on steel 2½" in diameter or larger shall be paid while so employed at the hourly rate for the employment from which he was transferred, plus 5¢ per hour.			
Heat Treat Department			
Sand Blast .....	.50	.55	xxx
Furnace helper .....	.57	.62	.67
Heat treater (Class A).....	.70	.75	.80
Torch hardening .....	.57	.62	.67
Valve Straightening .....	.60	.65	.70
Production Hand Screw Machines.....	.60	.65	.70
(Grooving, machining head diameter, boring and facing inserts)			
Special Screw Machines .....	.63	.68	.73
(Concave and radius lathes)			
Warner & Swasey 2A.....	.66	.71	.80

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

Job	Rate per Hour		
	Minimum	Average	Maximum
Valve Guide Department.....	.60	.65	.70
(Gun drilling, broaching, automatic porter cable machines)			
Grinders			
Commercial .....	.55	.65	.70
(Tip grinding, rough centerless, grinding necks, tapers, foot, reliefs, seats on valves; grind- ing insert faces			
Special .....	.66	.71	.80
(Racing and aircraft valves, grinding radii, reliefs, grooves, seats, finishing stems)			
Seat Welding .....	.55	.70	.75
Inspection and Wrapping (Female).....	.42	.45	.48
Inspectors (Male) .....	.50	.55	.60
Shipping Department			
Clerks .....	.58	.63	.68
Pick-up and delivery .....	.50	.55	.60
Maintenance Department			
Electrician .....	.70	.80	.85
Machine Repair Man .....	.70	.80	.85
Helpers .....	.55	.60	.65
Special Note: Any maintenance man called for special work will be guaranteed two hours working time.			
Tool Room			
Tool Makers (Class A) .....	.70	.80	.85
Tool room specialists .....	.60	.65	.70
Forge die makers .....	.66	.71	.76
Initialed: (Watchmen	xxx		xxx
PDH (and		.55	
TGO (Janitors	xxx	xx	xxx

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

General Notes:

The following provisions apply to these rates:

1. The minimum rate on a job becomes effective thirty days after the original date of employment in the event the employee has sufficient skill or ability to be retained permanently by the company.
2. The average rate becomes effective one hundred twenty days after the original employment date, unless it has been demonstrated conclusively to the employee and his representative of the Pacific Parts Workers Alliance that the employee is unable to produce the quantity or quality of work necessary to justify this rate. The average rate is for normal, standard performance on a job.
3. For better than average ability or output, an employee may be raised up to the maximum rate, in whole or in part, depending upon the judgment of the Management. The range between the average and maximum rates is reserved for better than average ability and output.
4. Employees designated as set-up men for a group or department will be paid 5¢ an hour over the maximum rate established for the job.

EXHIBIT B

SENIORITY AGREEMENT

Layoffs and Promotions; made between the Jadson Motor Products Company and the Pacific Motor Parts Workers Alliance

I. Layoffs will be made in accordance with seniority as hereinafter specified, provided, however, that the company shall not be required in any event to retain the services of an employee whose skill, ability and efficiency is markedly less

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

than that of another employee capable and in line for the same operation.

A. The company shall maintain adequate records of each employee's seniority by occupation, and total length of service with the company in accordance with the following rulings:

1. Only time actually worked shall be accumulated toward an employee's seniority record. (Item 4 only exception.)

2. An employee's previous seniority record shall be considered cancelled in the event he is discharged for sufficient cause, quits voluntarily, or fails to report back to work following a layoff after sufficient notification has been given.

3. In the event an employee who quits or has been discharged is subsequently offered inducement by the company to return to work, he shall be given credit for his previous employment record in the event he returns.

4. Absence due to military service or sickness of short duration will not be deducted from an employee's seniority record.

5. Leaves of absences may be obtained for sufficient cause without affecting an employee's previous seniority record. Such leaves of absences will not be counted toward the employee's total seniority record.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

B. All records pertaining to seniority and layoffs may be reviewed by the P.M.P.W.A. Committee and action taken by the committee as provided in the contract between the P.M.P.W.A. and Jadson Motor Products Company of which this agreement is a part.

II. When a general reduction of the working force becomes necessary, the following procedure shall apply.

A. Layoffs shall be made on the basis of seniority by occupations in a department. Example—when it becomes necessary to lay off a Cincinnati finish stem grinder, the employee with the least amount of seniority on that job shall be laid off, etc.

B. An employee laid off from a skilled occupation may replace an employee engaged at a less skilled occupation in the same department provided that he is qualified and the employee thus replaced has less company seniority than the first employee.

C. An employee laid off from one department may return to a department in which he previously worked and claim a job of his own occupation, providing it is held by an employee of less company seniority.

D. Where an operation is permanently discontinued the affected employee may claim a job of the same or related craft held by another employee with less company seniority,

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

regardless of the department in which the job exists, providing he is capable of performing the job.

E. Exempt from layoffs by seniority shall be:

1. Specialists of highly developed skill whose services are considered necessary to the company's operation. These are to be listed by Management and submitted to the Alliance representatives.

2. Employees with less than six months total service with the company. (Such employees may be laid off at the discretion of Management with merit the only consideration.)

3. The following general provisions shall also apply to this agreement.

- a. This agreement need not necessarily be applied in cases of temporary layoffs of one week or less.

- b. Nothing in this agreement shall prevent the company laying off or discharging an employee for disciplinary reasons or failure to perform the job in a safe, workmanlike and efficient manner.

- c. Employees shall be returned to work after a reduction of the working force in the reverse order of these provisions.

- d. Employees shall have the right at all times to review their seniority status with the Management.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

e. Upon being notified to return to work following a layoff, employees shall be given three days to report to the Employment Office. Failure to do so shall result in previous seniority being cancelled.

III. The company shall maintain adequate records of the work for which each employee is qualified and for which each employee has expressed a desire to obtain. When a vacancy occurs either in the factory or the factory office, these records shall be consulted and the company will endeavor to advance men within the organization in accordance with the preference expressed. Such transfers or promotions will be made solely on the basis of merit. In the event two or more employees have equal merit, then seniority will be given consideration. In the event the company is unable to fill a vacancy from its records, the job will then be posted on all bulletin boards and employees will have the opportunity to apply personally for it.

IV. The company shall advise the Committee of P.M.P.W.A. of all proposed layoffs or discharges.

V. No employee shall use his seniority to procure the job of another employee except as provided herein.

VI. This agreement shall become a part of the contract entered into between the Jadson Motor

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-B—(Continued)

Products Company and the Pacific Motor Parts Workers Alliance on October 6, 1937.

Date

P. D. HILEMAN

Management

JAMES CREEK

P.M.P.W.A. Committee

It Is Hereby Mutually Agreed That all of the provisions of the contract dated October 19, 1939, by and between the Pacific Motor Parts Workers Alliance, Local #1, a labor organization, and the Management of Jadson Motor Products Co., a corporation, (the latter now known as *thompson Products, Inc.*, West Coast Plant) shall be continued in effect for a period of thirty (30) days from October 19, 1940.

By P. D. HILEMAN

Management

E. T. FICKLE

Chairman, P.M.P.W.A.

Committee

Date: October 14, 1940

BOARD'S EXHIBIT No. 5-C

This Agreement made and executed this 19 day of October, 1939, by and between Jadson Motor Products Co., a corporation, hereinafter designated the Company, and Pacific Motor Parts Workers Alli-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

ance, Local No. 1, a labor organization, hereinafter designated the Alliance;

WITNESSETH:

Whereas, a majority of the factory employees of the Company have voluntarily associated themselves in the labor organization known as Pacific Motor Parts Workers Alliance, Local No. 1, and

Whereas, the duly elected and appointed representatives of the Alliance have met with representatives of the Company and have agreed upon various terms and conditions of employment;

Now, Therefore, pursuant to the authority vested in the Company and in the properly constituted representatives of the Alliance and pursuant to the laws of the State of California and of the United States of America,

It Is Hereby Agreed by and Between the Alliance and the Company as follows:

1. The Company recognizes the Alliance as the exclusive representative of the factory employees of the Company, with the exception of those employees engaged in a supervisory capacity, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment in accordance with the terms of the National Labor Relations Act.

2. The Company adopts and makes effective as of the date of this agreement the wage scale which

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)
is attached hereto, marked "Exhibit A", and by reference makes the same a part of this agreement.

3. An overtime premium of one and one-half times the regular hourly rate shall be paid factory non-supervisory employees for all hours worked in excess of 42 in one week (unless otherwise provided by law) and for all hours worked on Sundays and the following legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; provided, however, that the premium for Sunday and holiday work shall not apply to maintenance employees or watchmen, or other employees whose duties normally call for work on Sundays or holidays. Such employees will be paid an overtime premium of time and one-half for hours worked in excess of 42 during a weekly pay period, and shall be given a regular day off during the week in lieu of Sunday.

4. Insofar as orders, the financial condition of the company, and efficient management of the shop may permit, effort will be made by the Company to provide day shift employees who are asked to report for work on Saturday with a minimum of four hours' work. When and as business requirements dictate the addition of a night shift, the hours to be worked shall be mutually agreed upon by the qualified representatives of the Alliance and the Management of the Company. Continuance or

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

discontinuance of these arrangements rests entirely with the judgment of the Management. The provisions set forth herewith should not under any circumstances be construed as guaranteeing a standard work week.

5. The Company agrees that during the life of this contract it will not employ any additional Orientals or Mexicans.

6. The Company agrees to continue the following system of hearing individual grievances and discussing matters of importance to the general working force when presented by the Alliance or its representatives.

(a) Individual Grievances:

The employee concerned or a representative of the Alliance may present the matter to be discussed to the immediate foreman of the employee concerned. Failing a satisfactory adjustment, the matter shall then be referred by the Alliance to the General Superintendent. Again failing a satisfactory adjustment, the matter shall be referred to either a regular or a special meeting between duly elected representatives of the Alliance and a representative or representatives of the Company appointed for such purpose. In the event the matter still cannot be satisfactorily adjusted, it may be submitted upon the consent of both parties to arbitration by three arbitrators: The Alliance to select one, the Company one and the two arbitrators thus chosen to select the third.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

(b) Matters of General Interest:

Matters of general interest to the entire working force may be presented to the Company in a regularly scheduled or special meeting between the Company and the Alliance. Regular meetings between representatives of the Alliance and of the Company shall be held once monthly at 1:30 P.M. the third Monday of each month. Special meetings may be called upon forty-eight hours' notice upon request of either party.

7. The Company agrees to discuss and consult with representatives of the Alliance with respect to:

(a) Shop rules and regulations.

(b) Inequitable times or standards.

8. The agreement dated October 6, 1937, made and entered into between the Company and the Alliance and relating to seniority, lay-offs and promotions, a copy of which is annexed hereto, marked "Exhibit B", is by this reference incorporated herein and made a part hereof. Said agreement of October 6, 1937, shall continue in force during the life of, and shall expire at the same time as, this agreement.

9. The Company agrees that not later than March 15, 1940 the Old Guard Association of Thompson Products will be extended to include employees of the Jadson Motor Products Plant with all the rights and benefits thereof, including a vacation plan in accordance with the agreement

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

marked "Exhibit C" attached hereto, and which is a part of this contract, and the establishment of a Loan and Welfare Fund from which employees may derive assistance during distressed circumstances.

10. This contract is automatically renewable unless for specific reasons objection is raised either by the Alliance or the Company, and written notice of such objection given thirty (30) days prior to the renewal date.

11. This agreement shall not be assignable by the Alliance, nor shall it inure to the benefit of any successor or successors of Alliance, without the written consent of the Company.

12. It is understood and agreed that this contract is limited to the factory operations of the Company, located at 8354 Wilcox Avenue, Bell, California.

13. It is further understood that this contract may be modified or revised at any time with the consent of both parties hereto.

14. This contract supersedes the contract dated September 12, 1938, between the Company and Alliance, as the same has heretofore been amended and extended, and said agreement of September 12, 1938 is hereby terminated.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

In Witness Whereof *that* parties have caused these presents to be duly executed the day and year in this agreement first above written.

JADSON MOTOR PRODUCTS
CO.

By P. D. HILEMAN

Its General Manager

The Company

PACIFIC MOTOR PARTS
WORKERS ALLIANCE,
LOCAL NO. 1

By E. T. FICKLE

N. J. CLIFFORD

L. J. LEATHERWOOD

C. O. STUBBLEFIELD

GEO. McINTIRE

The Alliance

Pacific Motor Parts Workers Alliance

Local No. 1

Bell, California

April 9, 1940

Mr. P. D. Hileman

Jadson Motor Products Co.

8354 Wilcox Avenue

Bell, California

Dear Mr. Hileman:

Confirming our conversation during the meeting today, and by mutual consent, Paragraph X of

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

the agreement between the Jadson Motor Products Co. and the Pacific Motor Parts Workers Alliance, Local No. 1, dated October 19, 1939, is hereby amended to read as follows:

“This contract shall remain in effect until October 19, 1940, and shall automatically renew from year to year thereafter unless either party gives notice in writing to the other party of its intention to terminate, said notice to be delivered not less than thirty (30) days prior to the end of any yearly period.”

Very truly yours,

PACIFIC MOTOR PARTS
WORKERS ALLIANCE

By E. T. FICKLE
C. E. LITTLE
GEO. McINTIRE
C. O. STUBBLEFIELD
LESTER BUBB

EXHIBIT A

FACTORY WAGE SCALE

Jadson Motor Products Co.

(Division of Thompson Products, Inc.)

Job	Rate per Hour		
	Minimum	Average	Maximum
Small Machine Operations.....	.50	.55	.60
(Hand milling, drilling, cut-off, chamfering, etc.)			

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

Job	Rate per Hour		
	Minimum	Average	Maximum
Forge Department			
Cut off .....	.50	.55	.60
Electric upset .....	.61	.66	.71
Hammers and presses .....	.55	.60	.65
Upsetting Ford Ends .....	.61	.66	.71
Flash welding .....	.61	.66	.71
Special Note: Any Forge Department man transferred from his regular employment to any Forge Department operation on steel 2½" in diameter or larger shall be paid while so employed at the hourly rate for the employment from which he was transferred, plus 5¢ per hour.			
Heat Treat Department			
Sand blast .....	.50	.55	
Furnace helper .....	.57	.62	.67
Heat treater (Class A) .....	.70	.75	.80
Torch hardening .....	.57	.62	/.67
Valve Straightening .....	.60	.65	.70
Production Hand Screw Machines.....	.60	.65	.70
(Grooving, machining head diameter, boring and facing inserts)			
Special Screw Machines .....	.63	.68	.73
(Concave and radius lathes)			

November 7, 1940

Minimum Average Maximum

Tool Room

Tool Makers (Class A)..... 1.15

By E. T. FICKLE

P.M.P.W.A

P. D. HILEMAN

Management

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

	Minimum	Average	Maximum
Expert Welder .....	.85		
Cleveland Automatics .....	.60	.65	.70
(Turning head, radius and face)			
Thread Grinders .....	.60	.66	.76
Polishing .....	.55	.60	.65

September 3, 1940

	Minimum	Average	Maximum
Torch Harden .....	.60	.65	.70

By E. T. FICKLE

P.M.P.W.A

P. D. HILEMAN

Management

Maximum hourly rate changes approved in following departments:

	Maximum
Heat Treat Department	
Heat Treater (Class A).....	.90
Inspection and Wrapping (Female)....	.55
Tool Room	
Tool Makers (Class A)).....	.95
Forge Die Makers.....	.85

By E. T. FICKLE

P.M.P.W.A

P. D. HILEMAN

Management

	Rate per Hour		
Job	Minimum	Average	Maximum
Warner & Swasey 2A.....	.66	.71	.80
Valve Guide Department.....	.60	.65	.70
(Gun drilling, broaching, auto- matic porter cable machines)			

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

Job	Rate per Hour		
	Minimum	Average	Maximum
Grinders			
Commercial .....	.55	.65	.70
(Tip grinding, rough centerless, grinding necks, tapers, foot, reliefs, seats on valves; grind- ing insert faces)			
Special .....	.66	.71	.80
(Racing and aircraft valves, grinding radii, reliefs, grooves, seats, finishing stems)			
Seat Welding .....	.55	.70	.75
Inspection and Wrapping (Female).....	.42	.45	.48
Inspectors (Male) .....	.50	.55	.60
Shipping Department			
Clerks .....	.58	.63	.68
Pick-up and delivery .....	.50	.55	.70
Maintenance Department			
Electrician .....	.70	.80	.85
Machine Repair Man .....	.70	.80	.85
Helpers .....	.55	.60	.65
Special Note: Any maintenance man called for special work will be guaranteed two hours work- ing time.			
Tool Room			
Tool Makers (Class A).....	.70	.80	.85
Tool room specialists .....	.60	.65	.70
Forge die makers.....	.66	.71	.76

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

September 3, 1940

	Rate per Hour		
	Minimum	Average	Maximum

3-A Warner & Swasey
and

New Acme Turret Lathe.....	.75	.80	.85
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By E. T. FICKLE

P.M.P.W.A

P. D. HILEMAN

Management

September 3, 1940

	Minimum	Average	Maximum
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Welding rates80	.85	.90
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By E. T. FICKLE

P.M.P.W.A

P. D. HILEMAN

Management

September 3, 1940

	Minimum	Average	Maximum
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Cadmium Plating70	.75	.80
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By E. T. FICKLE

P.M.P.W.A

P. D. HILEMAN

Management

Rate per Hour

Job

	Minimum	Average	Maximum
--	---------	---------	---------

Watchmen and Janitors55		
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General Notes:

The following provisions apply to these rates:

1. The minimum rate on a job becomes effective thirty days after the original date of employment in the event the employee has sufficient skill or ability to be retained permanently by the Company.
2. The average rate becomes effective one hundred twenty days after the original employment date, unless it has been demonstrated conclusively to the employee and his

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

representatives of the Pacific Parts Workers Alliance that the employee is unable to produce the quantity or quality of work necessary to justify this rate. The average rate is for normal, standard performance on a job.

3. For better than average ability or output, an employee may be raised up to the maximum rate, in whole or in part, depending upon the judgment of the Management. The range between the average and maximum rates is reserved for better than average ability and output.
4. Employees designated as set-up men for a group or department will be paid 5¢ an hour over the maximum rate established for the job.

EXHIBIT B

SENIORITY AGREEMENT

Lay-offs and Promotions; made between the Jadson Motor Products Co. and the Pacific Motor Parts Workers Alliance

I. Lay-offs will be made in accordance with seniority as hereinafter specified, provided, however, that the Company shall not be required in any event to retain the services of an employee whose skill, ability and efficiency is markedly less than that of another employee capable and in line for the same operation.

A. The Company shall maintain adequate records of each employee's seniority by occupation, and total length of service with the Company in accordance with the following rulings:

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

1. Only time actually worked shall be accumulated towards an employee's occupational seniority record. In accumulating company time, an employee who works one day in a month shall be credited with a full month's company service.

2. An employee's previous seniority record shall be considered cancelled in the event he is discharged for sufficient cause, quits voluntarily, or fails to report back to work following a lay-off after sufficient notification has been given.

3. In the event an employee who quits or has been discharged is subsequently offered inducement by the Company to return to work, he shall be given credit for his previous employment record in the event he returns.

4. Employees with less than twenty years' service may be absent from work because of sickness six months in any yearly period before a deduction is made from the company service records. Employees with twenty or more years of service with the company may be absent from work indefinitely because of sickness and no deduction will be made from the company service records.

5. In case of war or national emergency, an employee who enlists or is

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

drafted into the United States governmental service and then returns to the Company immediately upon the termination of such war or emergency, shall be credited with all company seniority that would have been accumulated by him should he have continued to work.

6. Leaves of absences may be obtained for sufficient cause without affecting an employee's previous seniority record. Such leaves of absences will not be counted toward the employee's total seniority record.

7. An employee who fails to work one day in a twelve month period shall lose all previously accumulated seniority except in the cases where allowance is made by other rules.

B. All records pertaining to seniority and lay-offs may be reviewed by the P.M.P.W.A. Committee and action taken by the committee as provided in the contract between the P.M.P.W.A. and Jadson Motor Products Co. of which this agreement is a part.

II. When a general reduction of the working force becomes necessary, the following procedure shall apply:

A. Lay-offs shall be made on the basis of seniority by occupations in a department. Ex-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

ample—when it becomes necessary to lay off a Cincinnati finish stem grinder, the employee with the least amount of seniority on that job shall be laid off, etc.

B. An employee laid off from a skilled occupation may replace an employee engaged at a less skilled occupation in the same department provided that he is qualified and the employee thus replaced has less company seniority than the first employee.

C. An employee laid off from one department may return to a department in which he previously worked and claim a job of his own occupation provided he is qualified, and providing it is held by an employee of less company seniority.

D. Where an operation is permanently discontinued the affected employee may claim a job of the same or related craft held by another employee with less company seniority, regardless of the department in which the job exists, provided he is qualified to perform the job.

E. Effort will be made to schedule working hours in such a manner that night shift employees will have a work week which will not be substantially less than that accorded the day shift.

F. Exempt from lay-offs by seniority shall be:

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

1. Specialists of highly developed skill whose services are considered necessary to the company's operation. These are to be listed by Management and submitted to the Alliance representatives.

2. Employees with less than six months total service with the company. (Such employees may be laid off at the discretion of Management with merit the only consideration.)

3. The following general provisions shall also apply to this agreement.

a. This agreement need not necessarily be applied in cases of temporary lay-offs of one week or less.

b. Nothing in this agreement shall prevent the company laying off or discharging an employee for disciplinary reasons or failure to perform the job in a safe, workmanlike and efficient manner.

c. Employees shall be returned to work after a reduction of the working force in the reverse order of these provisions.

d. Employees shall have the right at all times to review their seniority status with the Management.

e. Upon being notified to return to work following a lay-off, employees shall be given three days to report to the Employ-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

ment Office. Failure to do so shall result in previous seniority being cancelled.

f. In this agreement an employee shall be considered qualified if he is capable of producing standard quantity and quality of work following a reasonable adjustment period.

III. The Company shall maintain adequate records of the work for which each employee is qualified and for which each employee has expressed a desire to obtain. When a vacancy occurs either in the factory or the factory office, these records shall be consulted and the Company will endeavor to advance men within the organization in accordance with the preference expressed. Such transfers or promotions will be made solely on the basis of merit. In the event two or more employees have equal merit, then seniority will be given consideration. It shall be the responsibility of employees to officially advise the Company of the types of work desired on forms which are specially provided for this purpose.

IV. The foregoing shall apply only to non-supervisory factory workers.

V. The Company shall advise the Committee of P.M.P.W.A. of all proposed lay-offs or discharges.

VI. No employee shall use his seniority to procure the job of another employee except as provided herein.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

VII. This agreement shall become a part of the contract entered into between the Jadson Motor Products Co. and the Pacific Motor Parts Workers Alliance on October 6, 1937.

P. D. HILEMAN

Management

E. T. FICKLE

P.M.P.W.A. Committee

EXHIBIT C

1940 VACATION PLAN

JADSON MOTOR PRODUCTS CO.

Division of Thompson Products, Inc.

(For Jadson Factory Hourly Rate Employees).

I. Purpose

The following vacation plan for 1940 is agreed upon between Jadson Motor Products Co., and the Pacific Motor Parts Workers Alliance for the purpose of recognizing continuity of service, and to provide eligible hourly rate employees with the benefits and pleasures of a period of rest from their regular employment.

II. Eligibility

To be eligible for a vacation with pay an employee must:

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

a. Be on the Company payroll in good standing

b. Have been employed on at *lest* 120 days during 1939. Time lost through illness of the employee will be included in the 120 days. (We do not believe this stipulation affects any Old Guard employee at the present time, but if anyone is so affected, his case may be presented to his representative for special consideration.)

c. Have an Old Guard Service Record of at least five years.

III. Length of Vacation

Employees with an Old Guard Service Record of five to nine years, inclusive, will receive one week's vacation. Employees with an Old Guard Service Record of ten years or greater will receive two weeks' vacation.

A vacation week shall be regarded as seven consecutive calendar days, including Saturday, Sunday and holidays falling within this period.

IV. Vacation Pay

a. Vacation pay will be figured on a basis of 42 hours for a one week vacation and 84 hours for a two weeks vacation.

b. An employee's vacation pay shall be based on the regular hourly rate at which he was employed the majority of his employed time during

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

the two pay periods immediately prior to April 1, 1940. In the event the employee was absent due to sickness during these two pay periods, the last thirty days employed previous to April 1, 1940, will be used as the basis of determining his vacation pay.

c. Vacation pay will be payable in advance of the vacation.

V. Vacation Season

Vacations will be granted at such times during the period of April 1, 1940 to December 1, 1940, as the Management finds most practical, considering the wishes of employees, customer requirements, and the efficient operation of the department concerned.

Vacation dates will be arranged by department heads. Every effort will be made to assign requested vacation dates. In case of conflict, employees with the greatest continuity of service will receive preference.

VI. General Regulations

a. A vacation shall be taken in one continuous period unless, because of unusual circumstances, special permission of the Management is obtained to do otherwise.

b. A vacation may not be waived by an employee and extra pay received for work during that period.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-C—(Continued)

VII. Termination of Service

No vacation or vacation pay will be allowed after resignation, or discharge for cause.

VIII. Modification or Discontinuance of Plan

The Management reserves the right to modify or discontinue this plan at any time due to adverse business conditions or catastrophes beyond its control, provided the Management gives seven days written notice of such action to the Pacific Motor Parts Workers Alliance and an opportunity to be heard, if the Pacific Motor Parts Workers Alliance so requests.

BOARD'S EXHIBIT No. 5-D

The Agreement made and executed this 19th day of November, 1940 by and between Thompson Products, Inc., West Coast Plant, a corporation hereinafter designated the Company, and Pacific Motor Parts Workers Alliance, Local No. 1, a labor organization, hereinafter designated the Alliance:

WITNESSETH

Whereas, a majority of the factory employees of the Company have voluntarily associated themselves in the labor organization known as Pacific Motor Parts Workers Alliance, Local No. 1, and

Whereas, the duly elected and appointed repre-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

sentatives of the Alliance have met with representatives of the Company and have agreed upon various terms and conditions of employment;

Now, therefore, pursuant to the authority vested in the Company and in the properly constituted representatives of the Alliance and pursuant to the laws of the State of California and of the United States of America,

It is hereby agreed by and between the Alliance and the Company as follows:

1. The Company recognizes the Alliance as the exclusive representative of the factory employees of the Company, with the exception of those employees engaged in a supervisory capacity, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the terms of the National Labor Relations Act.

2. The Company adopts and makes effective as of the date of this agreement the wage scale which is attached hereto, marked "Exhibit A", and by reference makes the same a part of this agreement.

3. An overtime premium of one and one-half times the regular hourly rate shall be paid factory non-supervisory employees for all hours worked in excess of 40 in one week (unless otherwise provided by law) and for all hours worked on Sundays and the following

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; provided, however that the premium for Sunday and holiday work shall not apply to maintenance employees or watchmen, or other employees whose duties normally call for work on Sundays or holidays. Such employees will be paid an overtime premium of time and one-half for hours worked in excess of 40 during a weekly pay period, and shall be given a regular day off during the week in lieu of Sunday.

4. Insofar as orders, the financial condition of the Company, and efficient management of the shop may permit, effort will be made by the Company to provide day shift employees who are asked to report for work on Saturday with a minimum of four hours work. When and as business requirements dictate the addition of a night shift, the hours to be worked shall be mutually agreed upon by the qualified representatives of the Alliance and the Management of the Company. Continuance or discontinuance of arrangements made rests entirely with the judgment of the Management. The provisions set forth herewith should not under any circumstances be construed as guaranteeing a standard work week.

5. The Company agrees that during the life

[(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)
of this contract it will not employ any Orientals
or Mexicans.

6. The Company agrees to continue the following system of hearing individual grievances of factory non-supervisory employees and of discussing matters of importance to the general working force when presented by the Alliance or its representatives.

(a) Individual Grievances:

The employee concerned or a representative of the Alliance may present the matter to be discussed to the immediate foreman of the employee concerned. Failing a satisfactory adjustment, the matter shall then be referred by the Alliance to the General Superintendent. Again failing a satisfactory adjustment, the matter shall be referred to either a regular or a special meeting between duly elected representatives of the Alliance and a representative or representatives of the Company appointed for such purposes. In the event the matter still cannot be satisfactorily adjusted, it may be submitted, upon the consent of both parties, to arbitration by three arbitrators: the Alliance to select one, the Company one and the two arbitrators thus chosen to select the third.

(b) Matters of General Interest:

Matters of general interest to the entire working force may be presented to the Company in a regularly scheduled or special meet-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

ing between the Company and the Alliance. Regular meetings between representatives of the Alliance and of the Company shall be held once monthly at 1:30 P. M. the third Monday of each month. Special meetings may be called upon forty-eight hours' notice upon request of either party.

7. The Company agrees to discuss and consult with representatives of the Alliance with respect to:

(a) Shop rules and regulations.

(b) Inequitable times or standards.

8. The agreement dated October 6, 1937, made and entered into between the Company and the Alliance and relating to seniority lay-offs and promotions, a copy of which is annexed hereto marked "Exhibit B," is by this reference, incorporated herein and made a part hereof. Said agreement of October 6, 1937, shall continue in force during the life of, and shall expire at the same time as, this agreement.

9. This contract shall remain in effect until November 19, 1941, and shall automatically renew from year to year thereafter unless either party gives notice in writing to the other party of its intention to terminate, said notice to be delivered not less than thirty (30) days prior to the end of any yearly period.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

10. This agreement shall not be assignable by the Alliance, nor shall it inure to the benefit of any successor or successors of the Alliance, without the written consent of the Company.

11. It is understood and agreed that this contract is limited to the factory operations of the Company, located at 8354 Wilcox Avenue, Bell, California.

12. It is further understood that this contract may be modified or revised at any time with the consent of both parties hereto.

13. This contract supersedes the contract dated October 19, 1939, between the Company and the Alliance, as the same has heretofore been amended and extended, and said agreement of October 19, 1939, is hereby terminated.

In Witness Whereof that parties have caused these presents to be duly executed the day and year in this agreement first above written.

THOMPSON PRODUCTS,
INC.

West Coast Plant

By /S/ P. D. HILEMAN

its Plant Mgr.

The Company

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

PACIFIC MOTOR PARTS

WORKERS ALLIANCE, LO-
CAL NO. 1

By /S/ E. T. FICKLE
 /S/ J. H. OLSEN
 /S/ C. O. STUBBLEFIELD
 /S/ C. E. WEISSER
 /S/ R. D. HAILEY
 /S/ LESTER BEBB

The Alliance

EXHIBIT A

THOMPSON PRODUCTS, Inc.

West Coast Plant

Job	Rate per Hour		
	Minimum	Average	Maximum
Small Machine Operations.....	.50	.55	.70
Hand Milling, drilling, cut-off, chamfering, etc.			
Forge Department			
Cut-off .....	.50	.55	.65
Electric Upset .....	.61	.66	.76
Hammers and Presses .....	.55	.60	.71
Upsetting Ford Ends .....	.61	.66	.76
Flash Welding .....	.61	.66	.76
Chambersberg Hammer .....			.85

Special Note:

Any Forge Department man transferred from his regular employment to any Forge Department operation on steel 2½" in diameter or larger shall be paid while so employed at the hourly rate for the employment from which he was transferred plus .05 per hour.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

Job	Rate per Hour		
	Minimum	Average	Maximum
Heat Treat Department			
Sand Blast .....	.50	.55	.70
Furnace Helper .....	.57	.62	.67
Heat Treater Class A.....	.70	.75	1.00
Torch Hardening .....	.60	.65	.75
Valve Straightening .....	.60	.65	.75
Production Hand Screw Machine.....	.60	.65	.75
Grooving, machining head diameter, boring and facing inserts.			
Special Screw Machines .....	.63	.68	.78
Concave and radius lathes.			
Cleveland Automatics .....	.60	.65	.70
Turning head, radius and face.			
Lathes			
Warner and Swasey 3A.....	.70	.75	.85
New Acme Turret			
Warner and Swasey 2A .....	.75	.80	.90
Lodge and Shipley			

September 23, 1941

Job	Rate per Hour		
	Minimum	Average	Maximum
Polishing .....	.65	.70	.75
Belt Polishers on Aircraft Rework	.65	.70	.80

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

July 25, 1941

Job	Rate per Hour		
	Minimum	Average	Maximum
Forge Department			
Electric Upset .....	.66	.71	.85
Polishing			
Belt Polishers on Aircraft Rework	.60	.65	.75
/S/ P. D. HILEMAN			
For the Company			
/S/ E. T. FICKLE			
For the Alliance			

Sept. 23, 1941

Job	Rate per Hour		
	Minimum	Average	Maximum
Forge Department			
Ajax Hammer .....			.85
Furnace Operator for Ajax Hammer			.75
/S/ P. D. HILEMAN			
For the Company			
/S/ E. T. FICKLE			
For the Alliance			

June 12, 1941

Job	Rate per Hour		
	Minimum	Average	Maximum
Aircraft Stem Grinder.....			.95
Thread Grinders .....	.65	.71	.86
Commercial Grinders .....	.60	.70	.80
Furnace Helper .....	.62	.67	.77
/S/ P. D. HILEMAN			
For the Company			
/S/ E. T. FICKLE			
For the Alliance			

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

Job	Minimum	Average	Maximum
Valve Guide Department .....	.60	.65	.70
Gun drilling, broaching, automatic porter cable machines.			
Grinders			
Commercial .....	.55	.65	.70
Tip grinding, rough centerless, grinding necks, tapers, foot, reliefs, seats on valves, grinding insert faces, aircraft bolts.			
Thread Grinders .....	.60	.66	.76
Special .....	.66	.71	.85
Racing and aircraft valves, grind- ing radii, reliefs, grooves, seats, finishing stems, internal Cincinnati.			
Cylindrical Grinders .....			.95
Welding Department .....	.70	.80	1.00
Inspection and Wrapping			
Female Inspectors .....	.42	.45	.55
Male Inspectors .....	.50	.55	.65
Line Inspectors .....	.55	.60	.75
Shipping Department			
Clerks .....	.58	.63	.68
Pick-up and Delivery .....	.50	.55	.60
Maintenance Department			
Chief Electrician .....			.95
Electrician .....	.70	.80	.85
Machine Repair Man .....	.70	.80	.95
Helpers .....	.55	.60	.70

Special Note: Any Maintenance man called for special work will be guaranteed two hours working time.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

Job	Minimum	Average	Maximum
Tool Room			
Toolmakers Class A. ....	.70	.80	1.15
Tool Room specialists .....	.60	.65	.75
Forge Die Makers .....	.66	.71	.85
Polishing .....	.55	.60	.65
Cadmium Plating .....	.70	.75	.80
Watchmen & Janitors .....		.60	

May 13, 1941.

Rates for valve guide department are by this rider deleted, and automatic Porter cable machines are to be included with production hand screw machines.

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

May 9, 1941

	Minimum	Average	Maximum
Stock Room Helper .....	.55	.60	.65
Electrical Department			
Chief Electrician .....			.95
Electrician .....	.70	.80	.85
Maintenance Department			
Maintenance Helpers .....	.55	.60	.70
Maintenance Men .....			.80
Machine Repair .....	.70	.80	.95

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

May 13, 1941

Minimum Average Maximum

Forge Department

Chambersberg Hammer85
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Plating Department

Platers Helpers60	.65	.75
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Platers75	.80	.90
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/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

May 9, 1941.

Paragraph 4, Exhibit A

Exception will be made in the case of men submitting a request for transfer to the Tool and Die Department. These men will be transferred at the starting rate of the Die Department. At the end of 30 days they will automatically receive the average rate, provided Paragraph 2, General Notes, Exhibit A, has been complied with. Further increases will be made at the discretion of Management.

Men transferred at the prerogative of Management will continue at the same rate they received on their last previous machine.

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

May 13, 1941.

By this rider all rates shown in Exhibit A are increased 5¢.

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

March 28, 1941

Job	Minimum	Average	Maximum
Small Machine Operations			
Hand Milling, drilling, cut-off, chamfering, etc. ....	.55	.60	.70
Forge Department			
Cut-off .....	.55	.60	.65
Heat Treat Department			
Sand Blast .....	.55	.60	.70
Inspection Department			
Male Inspectors .....	.55	.60	.80
Line Inspectors .....	.55	.60	.75
Shipping Department			
Pick-up and Delivery .....	.55	.60	.65

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

February 21, 1941

Job	Maximum
Forge Die Makers .....	.90

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

January 23, 1941

Job	Minimum	Average	Maximum
Timekeeper .....	.60	.65	.70
Stockroom Helper .....	.50	.55	.65

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

General Notes:

The following provisions apply to these rates:

1. The minimum rate on a job becomes effective 30 days after the original date of employment in the event the employee has sufficient skill or ability to be retained permanently by the Company.

2. The average rate becomes effective one hundred twenty days after the original employment date, unless it has been demonstrated conclusively to the employee and his representatives of the P. M. P. W. A. that the employee is unable to produce the quantity or quality of work necessary to justify this rate. The average rate is for normal, standard performance on a job.

3. For better than average ability or output, an employee may be raised up to the maximum rate, in whole or in part, depending upon the judgment of the Management. The range between the average and maximum rates is reserved for better than average ability and output.

4. The rate of any new employee when he is advanced to a different machine operation shall be the same as the minimum rate on the machine which he last operated. This rate to continue for 30 days, at which time his rate will become the average rate of the machine which he is operating. The foregoing to apply to workers who have been employed less than 120 days. Any employee of longer standing who is advanced to a different machine doing an operation with which he is not familiar shall

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

receive for the first 30 days the same rate of pay as he received on his previous machine. At the end of 30 days his pay will be the average rate on the machine which he is operating.

5. Employees designated as set-up men for a group or department will be paid .10 an hour over the maximum rate established for the job.

May 9, 1941.

Vacation plan modified by this rider to allow $\frac{1}{2}$ week vacation for employees with from one to five years service. All other classes to remain the same.

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

February 21, 1941.

The following changes are to be made to the 1941 Vacation Plan, Exhibit C, attached to the Agreement between Thompson Products, Inc., West Coast Plant and Pacific Motor Parts Workers Alliance, Local No. 1.

II Eligibility

c. Have an Old Guard Service Record of at least three years.

III Length of Vacation

Employees with an Old Guard Service Record of three to four years, inclusive, will receive one-half week's vacation. Employees with an Old Guard

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

Service Record of five to nine years, inclusive, will receive one week's vacation, etc.

IV Vacation Pay

a. Vacation pay will be figured on a basis of 20 hours for one-half week's vacation, 40 hours for one week's vacation, and 80 hours for a two week's vacation.

/S/ P. D. HILEMAN

For the Company

/S/ E. T. FICKLE

For the Alliance

EXHIBIT C

1941 Vacation Plan

Thompson Products, Inc.

West Coast Plant

(For Factory Hourly Rate Employees)

1. Purpose

The following vacation plan for 1941 is agreed upon between Thompson Products, Inc., West Coast Plant and the Pacific Motor Parts Workers Alliance for the purpose of recognizing continuity of service, and to provide eligible hourly rate employees with the benefits and pleasures of a period of rest from their regular employment.

II. Eligibility

To be eligible for a vacation with pay an employee must:

a. Be on the Company pay roll in good standing.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

b. Have been employed on at least 120 days during 1940. Time lost through illness of the employee will be included in the 120 days.

c. Have an Old Guard Service Record of at least five years.

III. Length of Vacation

Employees with an Old Guard Service Record of five to nine years, inclusive, will receive one week's vacation. Employees with Old Guard Service Record of ten years or greater will receive two weeks vacation. A vacation week shall be regarded as seven consecutive calendar days, including Saturday, Sunday and holidays falling within this period.

IV. Vacation Pay

a. Vacation pay will be figured on a basis of 40 hours for one week's vacation and 80 hours for a two weeks' vacation.

b. An employee's vacation pay shall be based on the regular hourly rate at which he was employed the majority of his employed time during the two pay periods immediately prior to April 1, 1941. In the event the employee was absent due to sickness during these two pay periods, the last thirty days employed previous to April 1, 1941 will be used as the basis of determining his vacation pay.

c. Vacation pay will be payable in advance of the vacation.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

V. Vacation Season

Vacations will be granted at such times during the period of April 1, 1941 to December 1, 1941, as the Management finds most practical, considering the wishes of employees, customer requirements, and the efficient operation of the department concerned.

Vacation dates will be arranged by department heads. Every effort will be made to assign requested vacation dates. In case of conflict, employees with the greatest continuity of service will receive preference.

VI. General Regulations

a. A vacation shall be taken in one continuous period unless, because of unusual circumstances, special permission of the Management is obtained to do otherwise.

b. A vacation may not be waived by an employee and extra pay received for work during that period.

VII. Termination of Service.

No vacation or vacation pay will be allowed after resignation, or discharge for cause.

VIII. Modification or Discontinuance of Plan

The Management reserves the right to modify or discontinue this plan at any time due to adverse business conditions or catastrophes beyond its control, provided the Management given seven days written notice of such action to the P. M. P. W. A.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)
and an opportunity to be heard, if the P. M. P. W.
A. so requests.

EXHIBIT B

Seniority Agreement

Between the Thompson Products, Inc., West Coast
Plant and the Pacific Motor Parts Workers
Alliance.

1. Lay-offs will be made in accordance with seniority as hereinafter specified, provided, however, that the Company shall not be required in any event to retain the services of an employee whose skill, ability and efficiency is markedly less than that of another employee capable and warranting consideration for the same operation.

A. The Company shall maintain adequate records of each employee's seniority by occupation, and total length of service with the Company in accordance with the following rulings:

1. In the accumulation of both occupational seniority and company time, an employee who works one day in a month shall be credited with a full month's company service.

2. An employee's previous seniority record shall be considered cancelled in the event he is discharged for sufficient cause, quits voluntarily, or fails to report back to work following a lay-off after sufficient notification has been given.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

3. In the event an employee who quits or has been discharged is subsequently offered inducement by the Company to return to work, he shall be given credit for his previous employment record in the event he returns.

4. Employees with less than twenty years' service may be absent from work because of sickness six months in any yearly period before a deduction is made from the company service records. Employees with twenty or more years of service with the Company may be absent from work indefinitely because of sickness and no deduction will be made from the company service records.

5. In case of war or national emergency, an employee who enlists or is drafted into the United States Governmental Service and then returns to the Company immediately following his honorable discharge, shall be credited with all seniority that would have been accumulated by him should he have continued to work.

6. Leaves of absences may be obtained for sufficient cause without affecting an employee's previous seniority record. Such leaves of absences will not be counted toward the employee's total seniority record.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

7. An employee who fails to work one day in a twelve month period shall lose all previously accumulated seniority except in the cases where allowance is made by other rules.

B. All records pertaining to seniority and lay-offs may be reviewed by the P. M. P. W. A. Committee and action taken by the Committee as provided in the contract between the P. M. P. W. A. and Thompson Products, Inc., West Coast Plant, of which this agreement is a part.

II. When a general reduction of the working force becomes necessary, the following procedure shall apply:

A. Lay-offs shall be made on the basis of seniority by occupations in a department. Example—when it becomes necessary to lay off a Cincinnati finish stem grinder, the employee with the least amount of seniority on that job shall be laid off, etc.

B. An employee laid off from a skilled occupation may replace an employee engaged at a less skilled occupation in the same department provided that he is qualified and the employee thus replaced has less company seniority than the first employee.

C. An employee laid off from one department may return to a department in which he previously worked and claim a job of his own

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

occupation provided he is qualified and providing it is held by an employee of less company seniority.

D. Where an operation is permanently discontinued, effort will be made by the Company to permit the affected employee to claim a job of the same or related craft held by another employee with less company seniority, regardless of the department in which the job exists, provided he is qualified to perform the job.

E. Effort will be made to schedule working hours in such a manner that night shift employees will have a work week which will not be substantially less than that accorded the day shift.

F. Exempt from lay-offs by seniority shall be:

1. Specialists of highly developed skill whose services are considered necessary to the company's operation. These are to be listed by Management and submitted to the Alliance representatives.

2. Employees with less than six months total service with the company. (Such employees may be laid off at the discretion of Management with merit the only consideration.)

3. The following general provisions shall also apply to this agreement:

- a. This agreement need not necessarily

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

be applied in cases of temporary lay-offs of one week or less.

b. Nothing in this agreement shall prevent the company laying off or discharging an employee for disciplinary reasons or failure to perform the job in a safe, workmanlike and efficient manner.

c. Employees shall be returned to work after a reduction of the working force in the reverse order of these provisions.

d. Employees shall have the right at all times to review their seniority status with the Management.

e. Upon being notified to return to work following a lay-off, employees shall be given three days to report to the Employment Office. Failure to do so shall result in previous seniority being cancelled.

f. In this agreement an employee shall be considered qualified if he is capable of producing standard quantity and quality of work following a reasonable adjustment period.

III. The Company shall maintain adequate records of the work for which each employee is qualified and for which each employee has expressed a desire to obtain. When a vacancy occurs either in the factory or the factory office, these records shall be consulted and the Company will endeavor to advance men within the organization in accord-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit No. 5-D—(Continued)

ance with the preference expressed. Such transfers or promotions will be made solely on the basis of merit. In the event two or more employees have equal merit, then seniority will be given consideration. It shall be the responsibility of employees to officially advise the Company of the types of work desired on forms which are specially provided for this purpose.

IV. The foregoing shall apply only to non-supervisory factory workers.

V. The Company shall advise the Committee of P. M. P. W. A. of all proposed lay-offs or discharges.

VI. No employee shall use his seniority to procure the job of another employee except as provided herein.

VII. This agreement shall become a part of the contract entered into between The Thompson Products, Inc., West Coast Plant, and the Pacific Motor Parts Workers Alliance on November 19, 1940.

/s/ P. D. HILEMAN,

Management.

/s/ E. T. FICKLE,

/s/ J. H. OLSEN,

/s/ C. O. STUBBLEFIELD,

/s/ C. E. WEISSER,

/s/ R. D. HAILEY,

/s/ LESTER BEBB,

Committee, Pacific Motor
Parts Workers Alliance.

(Testimony of Howard Curtis Baldwin.)

BOARD'S EXHIBIT 5-E

ARTICLE I—AGREEMENT

This Agreement made and executed this 10th day of November, 1941, by and between Thompson Products, Inc., West Coast Plant, a corporation, hereinafter designated the Company, and the Pacific Motor Parts Workers Alliance, Local No. 1, a labor organization, hereinafter designated the Alliance:

ARTICLE II—REPRESENTATION

The Company recognizes the Alliance as the exclusive representative of the factory hourly employees of the Company, with the exception of those employees engaged in a supervisory capacity, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment in accordance with the terms of the National Labor Relations Act.

ARTICLE III—AGREEMENT PERIOD

This contract shall remain in effect until November 10, 1942, and shall automatically renew from year to year thereafter unless either party gives notice in writing to the other party of its intention to terminate, said notice to be delivered not less than thirty (30) days prior to the end of any yearly period.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

ARTICLE IV—AMENDMENTS

This Agreement may be amended or added to at any time by the written consent of both parties hereto.

ARTICLE V.—ASSIGNABILITY

This Agreement shall not be assignable by the Alliance, nor shall it inure to the benefit of any successor or successors of the Alliance, without the written consent of the Company. It is understood and agreed that this contract is limited to the factory operations of the company, located at 8354 Wilcox Avenue, Bell, California.

ARTICLE VI—GRIEVANCES

The employee concerned or a Steward of the Alliance may present the matter to be discussed to the immediate foreman of the employee concerned. Failing a satisfactory adjustment, the matter shall then be referred by the Steward to the General Superintendent. Again failing a satisfactory adjustment, the matter shall be referred to either a regular or a special meeting between duly elected representatives of the Alliance and a representative or representatives of the Company appointed for such purposes. In the event the matter still cannot be satisfactorily adjusted, it may be submitted, upon the consent of both parties to arbitration by three arbitrators: the Alliance to select one, the Company one

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

and the two arbitrators thus chosen to select the third.

ARTICLE VII—HOURS AND PREMIUMS

Eight (8) hours shall constitute a day's work, to be worked within eight and one-half ($8\frac{1}{2}$) hours, consecutively. Except in case of the third shift. The shifts shall be known as follows:

First (1) 7:00 A. M. to 3:30 P. M.

Second (2) 3:30 P. M. to 12:00 Midnight.

Third (3) 12:00 Midnight to 7:00 A. M.

All employees working the third shift shall work seven (7) hours for eight (8) hours pay.

All employees working the second shift steady three (3) months or more shall receive five cents (.05) per hour more.

Seniority by occupation will be the rule governing the choice of shifts. If rotation is allowed on machine, no premium will be paid for second shift.

The above shift times shall be applicable to all employees except in special cases by the consent of the Company and knowledge of same by the Alliance.

Continuance or discontinuance of shift arrangements rests entirely with the judgment of the Management. The provisions set forth herewith should not under any circumstances be construed as guaranteeing a standard work week.

July 2, 1942.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

ARTICLE VII—HOURS & PREMIUMS

All employees working the third shift shall work seven hours for eight hours pay. An employee who completes 30 days steady work on third shift will be paid an additional 5c premium.

Employees completing 30 days steady on second shift will be paid an additional 5c premium.

/s/ P. D. HILEMAN,

For the Company.

/s/ H. BALDWIN,

For the Alliance.

ARTICLE VIII—OVERTIME

Any time worked in excess of eight (8) hours in any one day shall be considered as overtime and shall be paid for at the rate of one and one-half times the basic hourly rate of the employee. Time worked in addition to an employee's established work week of 40 hours shall be paid for at the rate of one and one-half times the basic hourly rate of the employee, subject to any revisions or modifications of the now existing Wage and Hour Act.

ARTICLE IX—SUNDAYS AND HOLIDAYS

All hours worked by employees under this Agreement shall be paid double time for Sundays and the following legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; provided, however, that the premium for Sunday and holiday

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

work shall not apply to maintenance employees or watchmen, or other employees whose duties normally call for work on Sundays or holidays. Such employees shall be given a regular day off during the week in lieu of Sunday. In the event they work on their regular day off they shall receive double time for time worked.

May 29, 1942.

ARTICLE IX—To be added to last sentence:

“In the event they work on their regular day off they shall receive double time for the seventh consecutive day worked.”

/s/ P. D. HILEMAN,

For the Company.

/s/ HOWARD BALDWIN,

For the Alliance.

ARTICLE X—REPORT TIME

An employee called to work shall receive a minimum of two hours work in the shift to which he is called.

ARTICLE XI—GENERAL MATTERS

Matters of general interest to the entire working force may be presented to the Company in a meeting between the Company and the Alliance. Special meetings may be called upon forty-eight hours notice upon request of either party.

The Company agrees to discuss and consult with representatives of the Alliance with respect to:

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

- (a) Shop rules and regulations.
- (b) Inequitable times or standards.
- (c) Safety Rules.
- (d) Employee training.

ARTICLE XII—SENIORITY AGREEMENT

Between Thompson Products, Inc., West Coast Plant and the Pacific Motor Parts Workers Alliance.

1. Lay-offs will be made in accordance with seniority as hereinafter specified, provided, however, that the Company shall not be required in any event to retain the services of an employee whose skill, ability and efficiency is markedly less than that of another employee capable and warranting consideration for the same operations.

A. The Company shall maintain adequate records of each employee's seniority by occupation, and total length of service with the Company in accordance with the following rulings:

1. In the accumulation of both occupational seniority and company time, an employee who works one day in a month shall be credited with a full month's company service.

2. An employee's previous seniority record shall be considered cancelled in the event he is discharged for sufficient cause, quits voluntarily, or fails to report back

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

to work following a lay-off after sufficient notification has been given.

3. In the event an employee who quits or has been discharged is subsequently offered inducement by the Company to return to work, he shall be given credit for his previous employment record in the event he returns.

4. Employees with less than twenty years' service may be absent from work because of sickness six months in any yearly period before a deduction is made from the company service records. Employees with twenty or more years of service with the company may be absent from work indefinitely because of sickness and no deduction will be made from the company service record.

5. In case of war or national emergency, an employee who enlists or is drafted into the United States Governmental Service and then returns to the Company immediately following his honorable discharge, shall be credited with all seniority that would have been accumulated by him should he have continued to work.

6. Leaves of absences may be obtained for sufficient cause without affecting an employee's previous seniority record. Such leaves of absences will not be counted

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

toward the employee's total seniority record.

7. An employee who fails to work one day in a twelve month period shall lose all previously accumulated seniority except in the cases where allowance is made by other rules.

B. All records pertaining to seniority and lay-offs may be reviewed by the P. M. P. W. A. Committee and action taken by the Committee as provided in the contract between the P. M. P. W. A. and Thompson Products, Inc., West Coast Plant, of which this agreement is a part.

II. When a general reduction of the working force becomes necessary, the following procedure shall apply:

A. Lay-offs shall be made on the basis of seniority by occupations in a department. Example—when it becomes necessary to lay off a Cincinnati finish stem grinder, the employee with the least amount of seniority on that job shall be laid off, etc.

B. An employee laid off from a skilled occupation may replace an employee engaged at a less skilled occupation in the same department provided that he is qualified and the employee thus replaced has less company seniority than the first employee.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

C. An employee laid off from one department may return to a department in which he previously worked and claim a job of his own occupation provided he is qualified and providing it is held by an employee of less company seniority.

D. Where an operation is permanently discontinued, effort will be made by the company to permit the affected employee to claim a job of the same related craft held by another employee with less company seniority, regardless of the department in which the job exists, provided he is qualified to perform the job.

E. Effort will be made to schedule working hours in such a manner that night shift employees will have a work week which will not be substantially less than that accorded the day shift.

F. Exempt from lay-offs by seniority shall be:

1. Specialists of highly developed skill whose services are considered necessary to the company's operation. These are to be listed by Management and submitted to the Alliance representatives.

2. Employees with less than six months total service with the company. (Such employees may be laid off at the discretion of Management with merit the only consideration.)

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

3. The following general provisions shall also apply to this agreement:

a. This agreement need not necessarily be applied in cases of temporary lay-offs of one week or less.

b. Nothing in this agreement shall prevent the company laying off or discharging an employee for disciplinary reasons or failure to perform the job in a safe, workmanlike and efficient manner.

c. Employees shall be returned to work after a reduction of the working force in the reverse order of these provisions.

d. Employees shall have the right at all times to review their seniority status with the Management.

e. Upon being notified to return to work following a lay-off, employees shall be given three days to report to the Employment Office. Failure to do so shall result in previous seniority being cancelled.

f. In this agreement an employee shall be considered qualified if he is capable of producing standard quantity and quality of work following a reasonable adjustment period.

III. The Company shall maintain adequate records of the work for which each employee is qualified and for which each employee has expressed a

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

desire to obtain. When a vacancy occurs either in the factory or the factory office, these records shall be consulted and the company will endeavor to advance men within the organization in accordance with the preference expressed. Such transfers or promotions will be made solely on the basis of merit, then seniority will be given consideration. It shall be the responsibility of employees to officially advise the Company of the types of work desired on forms which are specially provided for this purpose.

IV. The foregoing shall apply only to non-supervisory factory workers.

V. The Company shall advise the Committee of P. M. P. W. A. of all proposed lay-offs or discharges.

VI. No employee shall use his seniority to procure the job of another employee except as provided herein.

May 29, 1943.

ARTICLE XIII—VACATIONS

The Company agrees to the following vacation plan: Upon completion of one year's service employees will be eligible for one week's vacation, providing their anniversary date falls within the vacation period. The vacation period will be from March 1st through October 31st, but the decision as to whether or not an employee shall be permitted to take vacation time off or be paid his vacation

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

pay due and allowed to work shall remain solely with the Management. Vacation pay shall be based on the standard work week and will be paid at the current hourly rate of the employee at the time his vacation pay is given. No vacation or vacation pay will be allowed after resignation or discharge for cause.

/s/ P. D. HILEMAN,

For the Company.

/s/ H. BALDWIN,

For the Alliance.

April 9, 1942.

ARTICLE XIII—VACATIONS

No vacation or vacation pay will be allowed after resignation, discharge for cause.

/s/ P. D. HILEMAN,

For the Company.

/s/ H. BALDWIN,

For the Alliance.

ARTICLE XIII—VACATIONS

The Company agrees to the following vacation plan: All employees who have completed one or more years' service on January 1, 1942, will be eligible for one week's vacation. Employees who have completed ten or more years' service will be eligible for two weeks' vacation. A 31-day grace period beyond January 1, 1942 will be allowed wherein that period will permit an employee to

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

become eligible for a vacation or to become eligible for a longer vacation. The vacation period will be from February 1, 1942 until December 1, 1942, but the decision as to whether or not an employee shall be permitted to take vacation time off or be paid his vacation pay due and allowed to work shall be made solely by the Management. Vacation pay shall be based on the standard work week, and will be made at the current hourly rate of the employee at the time his vacation pay is given.

ARTICLE XIV—WAGES AND CLASSIFICATION

1. An employee transferred to another department or job shall not have his pay reduced without just cause and only after a hearing of the case by the Alliance.

2. An employee transferred permanently to another department or job of higher paid classification shall, after thirty (30) days of successful performance, receive the minimum rate of pay for that classification, the shop management to have final decision on successful performance.

3. The Alliance shall be notified within twenty-four (24) hours of any discharge, lay-off or demotion of any employee. The Alliance shall have the right to investigate any discharge, lay-off or demotion according to the Grievances procedure heretofor mentioned.

(a) Any discharged employee shall be per-

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

mitted to notify the Steward of his department before leaving the plant, of his grievance, if any.

(b) Any discharged employee must file within forty-eight (48) hours a written protest with the Alliance, if he feels aggrieved, or forfeit all right to recourse.

(c) Foregoing will not apply to employees with less than six months service.

4. An employee hired for an unskilled job will not be eligible for transfer to another job until he has served six months on the unskilled job, except at the prerogative of Management when a vacancy on a job carrying a higher rate exists and an employee has the necessary qualifications for this job.

The minimum starting rate for all male employees shall be 60c an hour and for female employees 55c an hour. During the first six months all new employees shall be considered as probationary employees. An automatic increase of 5c an hour will be given at the end of the first, second and third months of service for both male and female employees with the beginning of the first pay period following the completion of the required service. At the completion of six months' service both male and female employees shall be paid at least the minimum rate established for the work classification. Thereafter the work record of all employees shall be reviewed at least once every three months with

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

a view toward continually paying each employee an hourly rate which reflects as accurately as possible his worth as a workman within the wage scale. Each employee granted an increase will be so notified by his foreman.

A special review of any employee may be made at any time at the discretion of the Company or the request of the Alliance.

(a) Employees designated as set-up men for a group or department will be paid ten (10) cents an hour over the top maximum rate established for that job.

January 8, 1942.

RIDER TO BE ADDED TO ARTICLE XIV:

Employees hired as learners will be considered temporary employees for the duration of their training period. They will be hired at a rate of 60c per hour, and their seniority will date from the time they are transferred from the learner classification to production. Thirty days after date of this transfer they will receive their first increase to 65c per hour and an additional 5c per hour every thirty days thereafter until the minimum of 75c is reached.

/s/ P. D. HILEMAN,

For the Company.

/s/ IRVIN HESS,

For the Alliance.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

ARTICLE XV

COMPANY PREROGATIVES

The Company has and will retain the unquestionable and exclusive right and power to manage the plant and direct the working forces and working hours, including the right to hire, suspend, discharge, promote, demote, or transfer its employees for just cause, subject to this Agreement and the Grievances procedure contained herein.

This agreement shall become a part of the contract entered into between the Thompson Products, Inc., West Coast Plant, and the Pacific Motor Parts Workers Alliance on Nov. 10, 1941.

/s/ P. D. HILEMAN,

Management.

/s/ IRVIN HESS,

/s/ ELMER O. SMITH,

/s/ GEO. C. OVERLANDER,

/s/ FRANK W. OSBORNE,

/s/ LESTER BEBB,

/s/ HOWARD C. BALDWIN,

Committee, Pacific Motor

Parts Workers Alliance.

By mutual consent of the Committee and the Management, this contract renders null and void and supersedes the one now in effect dated November 19, 1940.

/s/ P. D. HILEMAN,

Management.

/s/ IRVIN HESS,

Alliance.

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

WAGE SCALE

Job	Minimum	Maximum
Small Machine Operator.....	.75	.86
Forge		
Electric Upset .....	.75	.96
Hammers & Presses .....	.75	.87
Upset Ford Ends .....	.75	.92
Flash Weld .....	.75	.96
Large Hammer .....	.85	1.05
Large Upsetter .....	.85	1.05
Ajax Press .....	.75	1.00
Ajax Furnace .....	.75	.87
Heat Treat		
Heat Treater, Class A .....	.96	1.17
Heat Treater, Helper .....	.75	.88
Sand Blast .....	.75	.86
Torch Hardner .....	.75	.95
Valve Straightening .....	.75	.91
Production Hand Screw Machine.....	.75	.91
Special Screw Machine .....	.75	.94
Cleveland Automatic .....	.75	.86
Lathes		
Warner & Swasy 3-A and 4.....	.81	1.01
Acme		
Warner & Swasy 2-A.....	.86	1.06
Lodge and Shipley		
Grinders		
Commercial .....	.75	.91
Special .....	.81	1.01
Thread .....	.77	.97
Aircraft Stem .....	.86	1.06
Cylindrical .....	.91	1.11
Welding	1.00	1.20
Male Inspectors .....	.75	.96
Female Inspectors .....	.70	.75

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

Job	Minimum	Maximum
Shipping		
Clerks .....	.75	.84
Pick-up & Delivery.....	.75	.81
Maintenance Department		
Maintenance Man .....	.75	.96
Maintenance Helper .....	.75	.86
Machine Repair .....	.95	1.15
Steel Shed .....	.75	.86
Electrical Department		
Electrician .....	.81	1.10
Tool Room		
Tool Maker Class A.....	1.15	1.35
Die Makers .....	.86	1.06
Tool Crib Attendant .....	.75	.91
Polishing		
Regular Polishers .....	.75	.86
Belt Polishers .....	.75	.91
Plating Department		
Plater .....	.81	1.01
Plater's Helper .....	.75	.86
Janitors .....	.76	.76
Timekeepers .....	.75	.86
Stock Room Attendants .....	.75	.85

May 19, 1942

Job	Maximum
Heat Treater—Class "B".....	1.05

/S/ P. D. HILEMAN

For the Company

/S/ H. BALDWIN

For the Alliance

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

January 1, 1942

Job	Maximum
Boromatic Machine .....	.97

/S/ P. D. HILEMAN

For the Company

/S/ H. BALDWIN

For the Alliance

August 18, 1942

Job	Maximum
Screw Press Operators on Tubing.....	1.01

/S/ P. D. HILEMAN

For the Company

/S/ H. BALDWIN

For the Alliance

April 9, 1942

Job	Maximum
Maintenance Department Oiler .....	.90

/S/ P. D. HILEMAN

For the Company

/S/ H. BALDWIN

For the Alliance

April 9, 1942

Job	Maximum
Polishing	
Head Polisher .....	.98

/S/ P. D. HILEMAN

For the Company

/S/ H. BALDWIN

For the Alliance

March 18, 1942

All Minimum and Maximum Rates Are Hereby Increased
7¢ Effective March 16, 1942.

/S/ P. D. HILEMAN

For the Company

/S/ H. C. BALDWIN

For the Alliance

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

March 5, 1942

Job	Rate per Hour Maximum
Flash Weld—Wipers .....	.75
/S/ P. D. HILEMAN	
For the Company	
/S/ HOWARD C. BALDWIN	
For the Alliance	

March 5, 1942

Job	Rate Per Hour Maximum
Flash Weld	1.00
/S/ P. D. HILEMAN	
For the Company	
/S/ H. C. BALDWIN	
For the Alliance	

March 5, 1942

Job	Rate per Hour Maximum
Bolt Operations on Warner and Swasy 3-A	.91
/S/ P. D. HILEMAN	
For the Company	
/S/ HOWARD C. BALDWIN	
For the Alliance	

March 5, 1942

Job	Minimum	Rate per Hour Maximum
Electric Truck Operator .....	.75	.90
/S/ P. D. HILEMAN		
For the Company		
/S/ H. C. BALDWIN		
For the Alliance		

(Testimony of Howard Curtis Baldwin.)

Board's Exhibit 5-E—(Continued)

January 8, 1942

Job	Rate per Hour Maximum
Thread Grinders	1.01
/S/ P. D. HILEMAN	
For the Company	
/S/ IRVIN HESS	
For the Alliance	

January 8, 1942

Job	Minimum	Rate per Hour Maximum
Aircraft Stem Grinder .....	.86	1.11
/S/ P. D. HILEMAN		
For the Company		
/S/ IRVIN HESS		
For the Alliance		

January 8, 1942

Job	Minimum	Rate per Hour Maximum
Tool Room		
Tool Maker—Class B.		1.17
/S/ P. D. HILEMAN		
For the Company		
/S/ IRVIN HESS		
For the Alliance		

Mr. Moore: Mr. Examiner, I anticipate that later in this hearing this witness will be necessary to identify certain of the minutes of the meetings of the Alliance and of its executive council. I am not positive at this time that I can determine just which of those minutes is material to the hearing, and, consequently, I would like to delay that now. I make this statement in order to show that I should like to recall the witness at a later time.

(Testimony of Howard Curtis Baldwin.)

Trial Examiner Whittemore: You intend to be here during the entire hearing, do you, Mr. Baldwin? [21]

The Witness: Yes.

Mr. Watkins: No objection.

Trial Examiner Whittemore: There will be no objection to your recalling him whenever you desire.

Mr. Moore: I have no further questions of this witness at the present time.

Trial Examiner Whittemore: You have no questions?

Mr. Watkins: No questions.

Trial Examiner Whittemore: All right. Then you are excused, Mr. Baldwin, temporarily.

(Witness excused temporarily.)

Mr. Moore: I will call Mr. Lewis Porter.

Trial Examiner Whittemore: Mr. Porter, take the stand, please.

LEWIS ALTENBURG PORTER

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Moore:

Q. Will you state your full name, please?

A. Lewis Altenburg Porter.

Q. How do you spell Lewis?

(Testimony of Lewis Altenburg Porter.)

A. L-e-w-i-s.

Q. Have you at any time been employed by Thompson Products, Inc.? [22]

A. Yes, sir.

Q. When were you so employed?

A. Well, I have been with them about seven years and a half up until about six weeks ago.

Q. You have worked for them only out there at their plant at 8354 Wilcox Avenue, Bell, California. Is that right?

A. Yes.

Q. The evidence in the case shows they took that plant over on October 8, 1937. You didn't work for Thompson Products, Inc., before that date, could you?

A. No, sir. No, I was working for Jadson.

Q. When you said you had worked for seven and a half or eight years, what did you mean?

A. Did I what?

Q. When you said you had worked for seven and a half or eight years, that you had worked for Thompson Products, Inc., what do you mean?

A. Well, I had worked at that plant during that time.

Q. Yes. You worked for the company they took over and continued to work after they took it over?

A. Yes.

Q. Very well. Are you now employed there?

A. No, sir.

Q. Are you acquainted with Mr. Raymond Livingston?

A. Yes, sir. [23]

Q. Who is he?

(Testimony of Lewis Altenburg Porter.)

A. As I understood it, he was personnel man in Cleveland for the Thompson Motor Parts.

Q. When did you first meet him?

A. Along in 1937.

Q. About what time of the year?

A. I guess it was along the latter part of July, the first of August, around there.

Q. And at that specific time, the time you first met him, do you know what position he then occupied with Thompson Products, Inc.?

A. As I understood it, he was personnel man at Cleveland.

Q. Where did you meet Mr. Livingston?

A. Well, as to the dates, I can't give it. It was——

Q. No, I say where.

A. Where? In the plant.

Q. And at your first meeting with him were the two of you alone, or was someone else present?

A. No, I was working by myself.

Q. Where were you? A. In the plant.

Q. What were you doing?

A. I was running a shearing machine, as I recall it now.

Q. You say you met Mr. Livingston there?

A. Yes, he came along and spoke to me. [24]

Q. He came to your machine? A. Yes.

Q. What was the conversation on that occasion?

A. Nothing particular.

Mr. Watkins: Wait a minute. Can we find out whether anybody else was present?

(Testimony of Lewis Altenburg Porter.)

Mr. Moore: I believe I asked him if there was anybody else present at the time.

The Witness: Just I and Mr. Livingston.

Q. (By Mr. Moore) Will you state what conversation was had at that time?

A. Well, we just talked about equipment in our plant and in their plant is about all.

Q. By "our plant" you mean the West Coast plant? A. The one over here.

Q. And by "their plant" you mean the Cleveland plant of Thompson Products Company, Incorporated? A. Yes.

Q. Did he introduce himself to you?

A. Yes.

Q. Who started that conversation?

A. Mr. Livingston.

Mr. Watkins: Just a minute. I move the answer be stricken. I want to object to the question on the ground it calls for a conclusion, and I move the answer be stricken; [25] and I would like to ask that the witness be examined as to the conversation which took place.

Trial Examiner Whittemore: The objection is overruled.

Q. (By Mr. Moore) Now, about how long did the conversation last, that first time you met him?

A. Oh, I would say two minutes.

Q. Do you know the date on which that was held? A. I do not, no, sir.

Q. Can you say what day of the week it was?

A. I think it was Saturday morning; yes, sir.

(Testimony of Lewis Altenburg Porter.)

Q. What was your testimony as to the portion of the year in which the conversation occurred? When did you say it was with reference to the months that it occurred? A. What did I say?

Q. No. I say when did the conversation occur, as to what part of the month, or which month?

A. I think it was the latter part of July.

Q. Now, thereafter, did you meet Mr. Livingston again? A. Yes, sir.

Q. Where did you next meet him?

A. Down at the Jonathan Club on Figueroa.

Q. What is the Jonathan Club, and where is it?

A. Well, I don't know. It was the first time I was ever in there. I don't know just exactly what you call it.

Q. Is it a hotel? [26]

A. As to that, I don't know.

Q. When was this meeting that you had with Mr. Livingston at the Jonathan Club?

A. That evening, Saturday evening.

Q. The same evening that he had introduced himself? A. As I recall it.

Q. About what time?

A. Well, it was after 6:00 p.m. in the evening.

Q. Who was there at the time?

A. Mr. Dachtler and Mr. Livingston.

Q. Can you spell that first name for the reporter? A. No, I don't believe I can.

Mr. Moore: May it be stipulated he is referring to C. V. Dachtler, D-a-c-h-t-l-e-r?

Mr. Watkins: I don't know to whom he is re-

(Testimony of Lewis Altenburg Porter.)

ferring, but that is the way you spell that anyway.

Mr. Moore: Very well.

Trial Examiner Whittemore: How do you spell it?

Mr. Moore: D-a-c-h-t-l-e-r?

Trial Examiner Whittemore: Thank you.

Q. (By Mr. Moore) Who is Mr. Dachtler?

Mr. Watkins: Just a minute. I object to that as calling for a conclusion of the witness.

Trial Examiner Whittemore: Well, what is your understanding of who he was? I suppose he cannot very well go [27] beyond that. Who did you understand Mr. Dachtler to be?

The Witness: He was general manager of the plant.

Trial Examiner Whittemore: He was at that time?

The Witness: At that time, yes, sir.

Q. (By Mr. Moore) Where did the meeting at the Jonathan Club take place?

Trial Examiner Whittemore: Let us straighten out this matter now. Counsel can state who he was. Do you know who he is, counsel?

Mr. Watkins: I don't know.

Trial Examiner Whittemore: Is there someone from the plant who can tell us, so that we can clear it up in the record?

Mr. Watkins: Yes, we can clear up the situation.

Trial Examiner Whittemore: Very well. Suppose we go off the record while you find out.

(Discussion off the record.)

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: On the record.

Mr. Moore: May it be stipulated, Mr. Watkins and Mr. Baldwin, that Mr. C. V. Dachtler was employed by Thompson Products, Inc., as their acting general manager of their West Coast plant?

Mr. Watkins: At one time, yes.

Mr. Moore: At one time?

Mr. Watkins: Yes. [28]

Trial Examiner Whittemore: Thank you.

Mr. Moore: May I ask the last two questions on the record be read?

Trial Examiner Whittemore: Surely.

(Record read.)

Q. (By Mr. Moore) Can you answer the last question? Where in the Jonathan Club did that meeting take place?

A. It was, as I remember now, on the fourth floor of the building, in a room.

Q. In a room? A. Yes.

Q. Was there a conversation at that meeting?

A. Yes, sir.

Q. Will you state what the conversation was?

A. Well, the first that was asked me by Mr. Dachtler was if I knew what I was down there for. I told him I did.

Q. Just go ahead and give the conversation as nearly as you can, exactly as it occurred.

A. Well, then they suggested to me, Mr. Livingston and Mr. —

Mr. Watkins: Just a minute. May I ask, Mr. Examiner, in connection with the relation of the

(Testimony of Lewis Altenburg Porter.)

conversation of this kind, whether or not the Examiner will permit us to interrupt the witness and register our objections to any conclusions and things of that kind? In testimony of this kind it is almost [29] impossible to make objections unless we do it as we go along, in lengthy conversations.

Trial Examiner Whittemore: I think I will first instruct the witness not to say "they," but say who said something to you. Try to give the conversation. You see?

Mr. Watkins: Instead of "suggesting" what the real conversation was.

Trial Examiner Whittemore: That is right. Tell us what was said, and by whom.

The Witness: Well, by both of the men. They wanted, Mr. Livingston and Mr. Dachtler, they wanted us to start——

Mr. Watkins: Just a minute; Mr. Examiner, I object to this form of testimony going in: "They wanted." That is a conclusion.

Trial Examiner Whittemore: I sustain the objection. Perhaps you do not understand me, Mr. Witness. In looking back on this you may have formed certain conclusions in your own mind. And perhaps you find it difficult to remember exact words.

The Witness: Yes.

Trial Examiner Whittemore: But do your best to recall, even if you have to think a while, and just state who said what. You see? And not form any conclusion, or state any conclusion. Try, if you

(Testimony of Lewis Altenburg Porter.)

can, to remember the exact words and who it was that said them. [30]

The Witness: Well, Mr. Livingston wanted us to start an independent union.

Trial Examiner Whittemore: What did he say?

Mr. Watkins: May I have that answer stricken?

Trial Examiner Whittemore: It may be stricken.

The Witness: What did he say?

Trial Examiner Whittemore: What did he say?

How did he express this? You said, "he wanted."

How do you know he wanted?

The Witness: He wanted me to go through the plant the next day——

Mr. Watkins: May I have that stricken?

Trial Examiner Whittemore: It may be stricken.

What a man wants you do not know, unless he tells you. Now, the point is, it is a conclusion on your point. That is what these lawyers are objecting to. You are quite right, from your point of view, but the lawyers have a right to be sticklers for what they feel too.

When you say "they wanted," that is something you cannot know, unless they tell you. If he said he wanted you to do that, say so; but try to confine yourself simply to repeating, as best you can, what was said.

The Witness: All right. They asked me to go to the plant the next day, or immediately, and contact some of the boys, 12 or 15 of us, come into the office and put it up to the [31] management what we wanted. We wanted to form a union of our

(Testimony of Lewis Altenburg Porter.)

own, we wanted better working conditions, and a little pay—a little more pay. Which I did.

Mr. Watkins: Before we get that, let me ask that the last statement: “Which I did,” be stricken, on the ground it is a conclusion, Mr. Examiner, because the witness can relate what he did.

Trial Examiner Whittemore: Well, I will permit that to be stricken at this time, although I think a man may testify as to what he did.

Mr. Watkins: May I ask, Mr. Examiner, in connection with this witness’ conversation, he just related, he started off by saying: “They asked me to do,” and I would like to have the conversation so that we may know precisely who said what.

Trial Examiner Whittemore: By that, whom did you mean?

The Witness: I meant both of them.

Mr. Watkins: I would like to know who said what. I think this witness can relate a conversation of that character.

Trial Examiner Whittemore: By “both of them,” you mean both Mr. Dachtler and Mr. Livingston?

The Witness: That is right.

Trial Examiner Whittemore: I think that clears that up sufficiently. You will have an opportunity to examine him more definitely on cross examination. I think it is obvious [32] that something which happened five years ago is rather difficult for a witness to recall, in exact words of exact individuals.

Mr. Watkins: That has been the basis of the

(Testimony of Lewis Altenburg Porter.)

criticism of this whole case, that it was five years ago, and we have extreme difficulty in combating what is brought up; and with respect to the complaint on file, this will appear in many instances, in this Dachtler instance. We don't know what the Board is bringing out in the complaint and that was the reason for the motion for a bill of particulars.

Trial Examiner Whittemore: I assure you you will have ample opportunity to meet whatever is brought out.

Mr. Watkins: I am sure you will give it to us, Mr. Examiner.

Q. (By Mr. Moore) Have you given the conversation that occurred there, as nearly as you can recall it? A. Can I?

Q. Have you given it? A. Yes, sir.

Q. Was anything else said that you recall now?

A. No.

Q. Were Mr. Livingston and Mr. Dachtler present in the room at the time you arrived?

A. Yes, sir.

Q. In what order did you leave? [33]

A. Well, I possibly was there over thirty minutes.

Q. And then did you leave?

A. Left by myself.

Q. Did you leave alone? A. Yes, sir.

Q. Did the other two remain there at the time?

A. Yes, sir.

(Testimony of Lewis Altenburg Porter.)

Q. Have you exhausted your recollection of that conversation? A. Have I what?

Q. Have you stated everything you can remember about that conversation? For purposes of refreshing your recollection I will ask you specifically whether or not you were offered any reward?

A. Oh, pardon me. Yes. They—Mr. Livingston offered as a lifetime job——

Mr. Watkins: Wait just a minute. Read the answer.

(The answer was read.)

Mr. Watkins: May the answer be stricken on the ground it is a conclusion, and may we get what was said? It seems to me if the witness was told he was going to have a lifetime job he would remember what was said to him.

Mr. Moore: I believe if that is a conclusion, it is a normal one.

Trial Examiner Whittemore: No, I will deny the motion to strike. [34]

Q. (By Mr. Moore) Continue, Mr. Porter.

A. They offered me——

Q. No. Say who, now.

A. Mr. Livingston offered me some money. I don't know just how much it was.

Mr. Watkins: Just a minute. I move this answer be stricken on the ground it is a conclusion, Mr. Examiner. How can we attack a thing of that kind? The witness says Mr. somebody offered him some money. If he stated to him: Here is some money, let us have that conversation related, in-

(Testimony of Lewis Altenburg Porter.)

stead of giving it in this manner. That is the basis of our objection.

Trial Examiner Whittemore: If you can recall exactly what he said, try to do so.

Mr. Watkins: May I have the answer stricken, Mr. Examiner?

Trial Examiner Whittemore: It may be stricken, the last answer.

Q. (By Mr. Moore) Go ahead, Mr. Porter; say what was said about that subject.

A. Well, as I say, Mr. Livingston offered me some money, and I got some money later on.

Mr. Watkins: Just a minute, Mr. Examiner. I move that this——

Trial Examiner Whittemore: It may be stricken. Try to recall exactly what he said. Did he put his hand in his pocket [35] and pull out some money?

The Witness: No.

Trial Examiner Whittemore: What did he do? What did he say?

The Witness: He said, he did say I had a lifetime job with more pay.

Trial Examiner Whittemore: That is what he said?

The Witness: More pay; yes, sir.

Trial Examiner Whittemore: All right.

The Witness: And some money, and I can't recall just how much money he offered me, but I did get the money later on.

Trial Examiner Whittemore: Does that take care of that?

Mr. Watkins: Yes, with the exception that the

(Testimony of Lewis Altenburg Porter.)

last is a conclusion. "But I did get the money later on," that is a conclusion of the witness, because if that is another instance, he can testify as to the facts.

Trial Examiner Whittemore: I will deny the motion to strike. It is a case, perhaps, where money itself talks, if he got it.

Mr. Watkins: That is what we want, the conversation, and not his conclusion about it.

Trial Examiner Whittemore: He stated he got the money; I will permit the answer to remain.

Q. (By Mr. Moore) Have you now exhausted your recollection [36] as to the conversation at that meeting, Mr. Porter?

A. Yes, sir. He—Mr. Livingston, as I say, wanted me to go into the plant and contact some of the boys and have them come in the office, which I did; I seen 12 or 15 of them.

Q. Let us leave that for a moment. I was referring to the conversation there, Mr. Porter.

Mr. Watkins: Just a minute. May I have the last answer stricken, Mr. Examiner, on the ground it is a conclusion, and repetition?

Trial Examiner Whittemore: I will grant the motion to strike.

Q. (By Mr. Moore) Have you exhausted your memory as to the conversation that took place there? You have testified to what you started to say before. Can you remember anything in addition, anything you have not yet said?

A. That was all that was offered me.

(Testimony of Lewis Altenburg Porter.)

Q. For the purpose of refreshing your recollection I will ask you if you were offered a vacation?

A. Pardon me; yes, and I got it, two weeks vacation.

Mr. Watkins: Mr. Examiner, may I have the last portion of the answer stricken: "And I got it, two weeks vacation," on the ground it is a conclusion?

Mr. Examiner, I might say that——

Mr. Moore: I will agree it may go out. [37]

Mr. Watkins: I don't mean to be captious——

Trial Examiner Whittemore: It is not necessary to continue, counsel, as Mr. Moore has agreed this may go out, and let us drop the matter there.

Mr. Watkins: I do not mean to be captious at all, or super-particular, but we have this to defend, and these are rather serious charges. We would like to know the exact details from this witness.

Trial Examiner Whittemore: All right. Go ahead, Mr. Moore.

Q. (By Mr. Moore) Will you say what was said with reference to a vacation, and by whom it was said?

A. Mr. Livingston told me he would give me the two weeks vacation, more money, and a lifetime job. I got the two weeks vacation.

Trial Examiner Whittemore: Well, now, wait just a moment. Wait until a question is put to you. That may be stricken.

Mr. Watkins: Thank you.

Q. (By Mr. Moore) After that meeting at the

(Testimony of Lewis Altenburg Porter.)

Jonathan Club about which you have been testifying, did you take any action on the basis of the instructions you had received there?

Mr. Watkins: Just a moment. I object to the question as being compound, and also calling for a conclusion of the witness, and being leading and suggestive: Did the witness take any action on the basis of instructions he received there. [38]

Mr. Moore: He has testified he was instructed to do certain things.

Mr. Watkins: May we get the facts, counsel, instead of generalities here? We have to combat these things.

Trial Examiner Whittemore: I think you can reframe the question so it will satisfy Mr. Watkins. I can assure you, counsel, however, that I pay more attention to the witness' answers than I do to counsel's questions. I am interested in what action he took. Do you mind if I rephrase the question?

Mr. Moore: Go ahead.

Trial Examiner Whittemore: What action did you take after leaving Mr. Livingstone and Mr. Dachtler?

The Witness: Well, I immediately went to work in the plant to get the boys into the office to put it up to the management what we wanted. It was, a little better working conditions, more pay, and form an independent union of their own.

Q. (By Mr. Moore) Mr. Porter, do you mean you returned to the shop after that meeting that night?

(Testimony of Lewis Altenburg Porter.)

A. No, that was the first Monday, I believe. It was the first I spoke to the boys about it.

Q. What hours were you working at that time?

A. I was working days, 7:00 to 3:30.

Q. Did you go to the shop Monday morning, then? [39]

A. Yes, sir.

Q. Did you take any action Monday morning?

A. Yes, sir, some.

Q. What did you do?

A. Well, I went around to the machines where the boys was working and told them what I wanted.

Q. Just say what you told them.

A. Well, I told them I thought we ought to have a union in there of our own, an independent union, and we ought to have a little more money, seniority rights.

Q. Can you name the people you talked to?

A. Oh, I could possibly name three or four of them.

Q. Will you do that?

A. Well, there was Ed and George Fickel and young Kangas; then, they seen some of the boys too for me, see?

Mr. Watkins: Just a minute, Mr. Examiner, I move the answer be stricken on the ground it is a conclusion, and also hearsay.

Trial Examiner Whittemore: Well, I will grant the motion to strike. It goes beyond your question. If you want to explore that matter, what his knowledge of it is, go ahead.

Q. (By Mr. Moore) Approximately how many

(Testimony of Lewis Altenburg Porter.)

men did you talk to in the shop, as you have testified you talked to?

A. Well, I could name some more of them; Bebb——

Q. No, the question is: about how many? [40]

A. Eight, I think probably eight of them I talked to.

Q. Was this done during the shift?

A. Yes, sir.

Q. Did anything occur after that?

A. That evening, Monday evening, Vic Kangas came by with his wife——

Q. Wait. A. ——by my home.

Q. Who did you say?

A. Vic Kangas, after working hours, after 3:30, he came by my home and picked up I and my wife, and we drove down to a print shop on Pacific Boulevard, south of Florence, and Vic used the telephone. And he wrote down what was to go on our initiation cards, you see, membership cards. He said he was talking——

Mr. Watkins: Just a minute. I object to this line of testimony and move it be stricken on the ground it is hearsay testimony. Mr. Kangas is the best one to testify to those facts.

Mr. Moore: He has not given any hearsay testimony as yet; I think he was about to.

Trial Examiner Whittemore: That is all right. This witness can testify what Mr. Kangas told him, who he was talking with. It may or may not establish the fact of who Kangas was talking with. Cer-

(Testimony of Lewis Altenburg Porter.)

tainly he is the best witness [41] to testify what Kangas told him, isn't he?

The Witness: Mr. Kangas told me he was talking to Mr. Livingston on the phone; in other words, he said Mr. Livingston is instructing him over the phone what to put on these cards. He wrote it down and handed it to the print man and had the cards printed, 150 of them, as I recall it. The next——

Q. (By Mr. Moore) Who is Victor Kangas?

A. Well, he was superintendent of the shop at that time.

Q. Are you referring to Victor Kangas?

A. Yes, sir.

Q. Do you know what his position in the shop was at that time?

A. Well, as best I knew he was the boss. I think he was superintendent.

Q. Your testimony is that the events you have just related occurred Monday afternoon?

A. Monday afternoon, yes.

Mr. Watkins: Did he say the name of that print shop? If he did, I didn't get it, it's location.

Q. (By Mr. Moore) Will you give the location of that print shop?

A. Well, it was on Pacific Boulevard just south of Florence two or three doors, on the east side of the street. I can't recall the name now. I don't think they are there any more, [42] it might be, but I can't recall it.

Q. Is it near a theater?

(Testimony of Lewis Altenburg Porter.)

A. As I recall it, it is the second door south of a theater there.

Q. What theater? The Lyric Theater?

A. I think that's it.

Q. Did you do anything further on Monday afternoon or evening?

A. As I recall it, the next move, I picked the cards up Tuesday, Tuesday afternoon.

Q. Then on Monday you didn't do anything further? A. No.

Q. On Tuesday, did you go down to the shop and work?

A. I went down to the shop and worked until possibly 11:00 o'clock, and then I went down and got the cards.

Q. Say what occurred then on Tuesday, beginning at the time you went to work.

A. Well, after I got the cards and brought them back to the shop, and they were handed out to four or five of the boys in blocks to be passed out to the employees as they went out in the evening, and as they come in, the afternoon crew.

Q. Who passed the cards out?

A. Well, Lester Bebb was one; Stubblefield was one; I handed out some.

Q. When you got to the shop in the morning did you go right [43] to work?

A. Yes, sir, I did.

Q. Did you have any conversations with anyone between the time you went to work and the time you have testified you went for the cards?

(Testimony of Lewis Altenburg Porter.)

A. On Monday? Tuesday? Tuesday, you mean?

Q. It is Tuesday I think we are speaking of now.

A. Well, I talked to some of the boys, six or eight of them,—

Q. Can you name any of them?

A. —about the union. Well, Stubblefield, Bebb—

Trial Examiner Whittemore: How do you spell that?

The Witness: B-e-b-b, I believe; the two Fickle boys, young Kangas.

Trial Examiner Whittemore: At that point, are there two Kangas'?

The Witness: Yes, sir; father and son.

Trial Examiner Whittemore: Let us get back to your earlier conversation. You mentioned a Kangas then. Was it young Kangas or the superintendent you talked with on Monday?

The Witness: The young Kangas.

Trial Examiner Whittemore: On Monday was it young Kangas? You mentioned several you spoke to on Monday morning.

The Witness: Yes. I spoke to him Monday morning and Tuesday again.

Q. (By Mr. Moore) Do you know the first name of young Kangas? [44]

A. No, I never did learn his first name.

Q. I believe you testified that about 11:00 o'clock you went to the print shop to get cards. Did you check out from work at that time? A. No.

(Testimony of Lewis Altenburg Porter.)

Q. Did you make any arrangement to get off work to go for them?

A. I told the personnel man that was in charge there at that time—I can't recall his name right now either. He is not there any more. I told him I was going for the cards, to get the cards.

Q. How long were gone on that occasion?

A. Oh, a half hour.

Q. You went to the print shop, did you, for the cards?

A. Yes, sir.

Q. Was it necessary to pay for the cards at that time?

A. Oh, yes.

Q. Did you pay for them?

A. Yes, sir.

Q. In paying for them did you use your own funds?

A. No, sir.

Q. Will you explain what funds you used in paying for them?

A. How much?

Q. No—how much, yes, and what money it was.

A. It was six dollars and something, as best I can recall, [45] and I never have been able to figure out who gave me that money, but somebody in the plant did, and I can't remember, and I won't say; but someone of the ups gave me the money. I can't recall who gave it to me.

Mr. Watkins: May I have the last of the answer read, please.

Trial Examiner Whittemore: Surely.

(The answer was read.)

Mr. Watkins: I would like to have stricken that part of the answer: "Someone of the ups gave me

(Testimony of Lewis Altenburg Porter.)

the money.” How can we combat a statement of that kind?

Trial Examiner Whittemore: I will grant your motion to strike. If you want to, explore his recollection. I don’t know what the word “ups” means.

Q. (By Mr. Moore) Can you recall who gave you money to pay for those cards?

A. No, sir, I can’t.

Q. In order to refresh your recollection, I will ask you if it was Mr. Lyman Hodges?

A. It could have been possible; Hodges or Kangas.

Q. By Kangas now, will you identify him?

A. Vic Kangas, superintendent.

Q. Victor E. Kangas?

A. One of those two men gave me the money. I know at that time I was making so little I know I didn’t shell any money [46] for the cards out.

Q. I will ask you if you did not receive this money before you paid for the cards?

A. I did.

Q. Are you positive of that?

A. I went over and paid for the cards.

Q. Has the Pacific Motor Parts Workers Alliance ever reimbursed you for any expenditures you have made in their behalf? A. No.

Q. Have you ever made any expenditures on their behalf?

A. I never incurred any expense of my own, no, sir.

Q. After you went for the cards what occurred

(Testimony of Lewis Altenburg Porter.)

in the plant? After you had returned with the cards?

A. With the cards? I gave the cards to Hodges.

Q. Are you speaking of Lyman Hodges?

A. Lyman Hodges, yes, sir.

Q. Go ahead.

A. And he gave Bebb and Stubblefield, three or four of the boys, a block of the cards to hand out to the men as they came in and out to work.

Q. Were you acquainted with Lyman Hodges?

A. Yes, sir.

Q. Do you know what his duties were in the plant at that time?

Mr. Watkins: Just a minute. I object to the question as [47] to what his duties were; what he did the witness can testify to.

Trial Examiner Whittemore: I think you are probably correct. What did he do in the plant?

The Witness: Well, as I learned, he was inspector, head inspector.

Trial Examiner Whittemore: Will you concede he was head inspector there?

Mr. Watkins: I don't know that, Mr. Examiner.

Trial Examiner Whittemore: Is there anyone from the plant who knows that?

Mr. Watkins: Yes. That is correct.

Trial Examiner Whittemore: All right. That takes care of that matter.

Q. (By Mr. Moore) After you had returned with the cards from the print shop, was a meeting held in the plant?

(Testimony of Lewis Altenburg Porter.)

A. In the office, in the manager's office, in the afternoon.

Q. At about what time?

A. Oh, I would say about 3:00 o'clock, as best I can recall.

Q. And who was present at that meeting?

A. Well, I couldn't name all the men that was in there; there was 15 or 18.

Mr. Watkins: May I interrupt just a minute? I wonder if I might have the last two answers of the witness read, please.

Trial Examiner Whittemore: Surely. [48]

(The record was read.)

Mr. Watkins: What I was trying to get was whether or not this was fixed as the same day of the morning he went in to get the cards. Am I correct?

Q. (By Mr. Moore) It was the same day you went to get the cards?

A. That is the way I have got it in my memory, yes.

Q. It was about 3:00 o'clock in the afternoon?

A. Yes.

Q. Name the people present at that meeting, as near as you can recall?

A. Well, Mr. Dachtler for one was there.

Q. Mr. C. V. Dachtler?

A. Dachtler, yes, sir, and Mr. Livingston.

Q. Mr. Raymond Livingston?

A. Yes, sir. A little later Mr. Kangas was called in.

(Testimony of Lewis Altenburg Porter.)

Q. Victor E. Kangas?

A. Victor E. Kangas. I would say it was about 15 or 18, as best I can recall, of the working men came in.

Q. Did you go in with them? A. Yes, sir.

Q. What took place at that meeting?

A. Well, I asked the management—

Q. Who were you talking to?

A. Mr. Dachtler and Mr. Livingston, in behalf of the men and [49] with their consent, that we form a company—or independent union; better working conditions, and a little more pay. They granted us, Mr. Livingston and Mr. Dachtler granted us that permission to do so.

Q. Just say what was said.

Mr. Watkins: May I have the answer read, Mr. Examiner.

Trial Examiner Whittemore: Surely. Which one? This last one?

Mr. Watkins: This last one.

(The record was read.)

Q. (By Mr. Moore) What did Mr. Dachtler and Mr. Livingston say?

A. Well, I can't just recall the words, but I know they agreed to give us all we asked.

Q. You said Mr. Victor E. Kangas came into the meeting. Did he come into the meeting before they said this?

A. That I don't remember, whether it was before or after we asked them that. But I know he was called into the meeting.

(Testimony of Lewis Altenburg Porter.)

Q. What did you tell us was said about an independent union? You said something was said about an independent union. What was said, and by whom? A. At that meeting?

Q. Yes.

A. Well, I asked the management if we could form a union.

Q. Was that question answered? [50]

A. Mr. Dachtler, as I recall it, and Mr. Livingston both agreed to it.

Mr. Watkins: May we go off the record just a second, Mr. Examiner?

Trial Examiner Whittemore: Surely. Off the record.

(Discussion off the record.)

Trial Examiner Whittemore: We will take a five minute recess at this time.

(A short recess.)

Trial Examiner Whittemore: All right, Mr. Moore.

Q. (By Mr. Moore) Mr. Porter, you testified that you attended a meeting with Mr. Livingston and Mr. Dachtler at the Jonathan Club?

A. Yes, sir.

Q. How did you happen to go there?

A. Victor Kangas told me to meet Mr. Livingston after 6:00 o'clock at the Jonathan Club, and when I got down there Mr. Dachtler was there too.

Mr. Watkins: May we fix this conversation with Mr. Kangas, where it was and when?

Mr. Moore: Well, I will leave that——

(Testimony of Lewis Altenburg Porter.)

Mr. Watkins: Then I will object to it as no proper foundation being laid for it.

Trial Examiner Whittemore: I see no reason why you should not fix the time; fix the time when it was Kangas told him [51] to meet him.

Q. (By Mr. Moore) Did you have a conversation with Mr. Kangas?

A. He came to my machine.

Q. When was this?

A. Saturday morning?

Q. At about what time?

A. Around 10:00 o'clock.

Q. Was anyone else present?

A. No, sir.

Q. What did he say to you and what did you say to him?

A. He told me Mr. Livingston wanted me to meet him at the Jonathan Club that evening.

Q. What did you say?

A. I told him I would go down there.

Q. Was that the entire conversation.

A. Yes, sir.

Q. Was that before or after Mr. Livingston had introduced himself and you had talked with him?

A. That was after.

Q. After the meeting in the company office to which you testified some 15 to 18 employees were present, what occurred? How long did that meeting last? Let me ask you that.

A. I would say 30 minutes.

Q. And then after that what happened, if anything, in the [52] plant?

(Testimony of Lewis Altenburg Porter.)

A. Well, as I recall now they handed out the cards.

Q. Who did that? Who handed out the cards?

A. Bebb, Stubblefield and Spurlock, I think was the third man.

Q. Did Mr. Ed Fickle help?

A. I just don't remember. I wouldn't say positive.

Q. Did you hand out any of those cards?

A. Yes, sir, a few of them.

Q. Where did you do it?

A. Out at the gate, at the entrance into the plant.

Q. Did you have any conversation with the men to whom you gave them?

A. Not in particular, no, sir.

Q. Was anything said by you concerning a meeting of employees?

A. I don't recall that we did.

Q. What happened on that day after the cards were passed out by these people and by you?

A. Well, after that I don't know, in the plant. I went right on home.

Q. You went home? A. Yes, sir.

Q. Did you attend any meeting on that day?

A. As I recall it now one of the boys, Ray Haley, came to the house and got me and we attended a meeting. [53]

Q. Where was that meeting held?

A. It was in Maywood on Slauson Avenue. I don't know the address; just a little place.

(Testimony of Lewis Altenburg Porter.)

Q. Who was there?

A. Well, I couldn't recall very many of them. There was, I would say 20 men there.

Q. Were they men who were employed at the shop?

A. Yes; the Fickles, Ed Fickle and his father, Bebb, Stubblefield.

Q. About what time of the evening was the meeting held?

A. Oh, 8:00 o'clock or past.

Q. And what happened at the meeting?

A. Well, I don't know hardly, I couldn't recall what did happen. In fact, I wasn't very much interested in it.

Mr. Watkins: May I have the answer read, please?

The Witness: I wasn't much interested in it, and I don't remember what went on.

Q. (By Mr. Moore) Was there a constitution and bylaws read at that meeting?

A. There was something read; I believe it was.

Q. Did you say anything at that meeting?

A. No, sir.

Q. Did you address the meeting at all?

A. No, sir.

Q. Did you tell the men what part you had played? [54]

A. No, I didn't say anything.

Q. And what you had done before this?

A. No, sir.

(Testimony of Lewis Altenburg Porter.)

Q. Did you tell them about the conversations you had had with Mr. Livingston and Mr. Dachtler? A. No, sir.

Q. Did you hold any office?

A. No, sir.

Q. Ever, in Pacific Motor Parts Workers Alliance? A. No, sir.

Q. At the meeting that evening was any union formed?

A. If there was, I don't remember it.

Q. Were any officers elected?

A. Possibly so; I wouldn't say. I don't remember.

Q. These membership cards you say were passed, were they at that meeting? Were they collected?

A. Well, I don't remember that, whether they taken them up or not.

Trial Examiner Whittemore: While we are on the subject of the cards, have you got a copy of a card?

Mr. Moore: No, I haven't been able to get a copy of them.

Trial Examiner Whittemore: Do you know, Mr. Baldwin, whether there is one available?

Mr. Baldwin: I beg your pardon?

Trial Examiner Whittemore: Do you know whether or not [55] there is a copy of such a card as this witness has been talking about that is available?

Mr. Baldwin: Yes, there is.

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: Could you bring one in, please?

Mr. Baldwin: I will.

Trial Examiner Whittemore: Thank you.

Q. (By Mr. Moore) Mr. Porter, do you know when the Pacific Motor Parts Workers Alliance was formed? A. No, I don't.

Q. Do you know that such an organization was formed? A. Yes.

Q. Did that Alliance later enter into a contract with Jadson Motor Products Company?

A. Oh, I don't know.

Q. To your knowledge?

A. I don't know whether they did or not.

Q. Did you have anything to do with any negotiations with respect to the contract?

A. No, sir.

Q. Do you know whether or not the Alliance procured the services of an attorney?

A. No, I don't.

Q. Did you understand the question?

A. Oh, yes. We did—they had a lawyer employed, an attorney—I think it was to draw up their working agreement. [56]

Q. Who was that attorney?

A. Mr. Schooling.

Q. Do you know how they happened to engage Mr. Schooling's services? A. Yes, sir.

Q. How did that come about?

A. Mr. Livingston gave me a paper with the

(Testimony of Lewis Altenburg Porter.)

agreement written out on it and I taken it to Mr. Schooling and he didn't think much of it.

Q. Well, about when was this, now?

A. Well, I—I won't say whether it was Tuesday night or Wednesday night or what night, but it was right along in there.

Q. That Mr. Livingston gave you this document you are speaking of? A. Yes, sir.

Q. Did you have a conversation with Mr. Livingston at the time he gave it to you?

A. Well, I was talking to Mr. Livingston and Vic Kangas both, they were both questioning me.

Q. You had a conversation with the two of them together? A. Yes.

Q. Was anyone else present?

A. No, sir.

Mr. Watkins: Where was it? [57]

Q. (By Mr. Moore) Where was the conversation held?

A. That was in the plant, out in the plant.

Q. Was it in the office? What part of the plant?

A. Out in the operating room.

Q. What was said at that time?

Mr. Watkins: Wait a minute; what time was this? Will you get that also, please?

Q. (By Mr. Moore) About what time of the day?

A. No, I couldn't recall the time of the day.

Q. Was it during the shift while you were working?

A. I know I was on duty working.

(Testimony of Lewis Altenburg Porter.)

Q. As near as you can recall, was it after this meeting that the employees had held in Maywood?

A. I don't know whether it was before or after that.

Q. What was said at the conversation?

Mr. Watkins: May we fix the date of this meeting with a little more certainty with respect to the meeting with the management, for example, where 15 or 18 men were present?

Mr. Moore: The testimony is that it was on Tuesday just after he went for the cards, at about 3:00 o'clock.

Mr. Watkins: Well, I mean with relation to that, this present conversation.

Q. (By Mr. Moore) The conversation we are speaking of now, the one you had with Mr. Livingston and Mr. Kangas, did that occur after this delegation of employees had gone in to see [58] Mr. Livingston? A. That was after.

Q. State, as nearly as you can, how long after?

A. Well, I couldn't state whether it was two days or three days or one day after, but I know it was along in there.

Q. Would you say it was one to three days after? A. Well, I would say that.

Q. And it was during the time you were working in the plant? A. Yes, sir.

Q. Only the three of you were present?

A. Yes, sir.

(Testimony of Lewis Altenburg Porter.)

Q. Would you repeat the conversation that was had on that occasion?

A. Well, one of them, I won't be positive, asked me if I knew of an attorney, or had a friend. I told him I had a very good friend who was an attorney; and then they asked me, Mr. Livingston asked me, if I would take this slip of paper. I don't believe I even read it, to this man, and have him to draw one up.

Q. Draw what up?

A. This working agreement, I would say.

Q. You are not certain whether you read that or not?

A. I know I never.

Mr. Watkins: May I get that answer, please?

(The answer was read.) [59]

Q. (By Mr. Moore) How long had you known Mr. Schooling, the attorney of whom you are speaking?

A. Oh, say six years.

Q. What is his full name?

A. Wendell Schooling.

Q. Did you go to see Mr. Wendell Schooling?

A. Yes, sir, I went to his house.

Q. Where did he live?

A. In Huntington Park. I don't know his address.

Q. At his residence?

A. Yes, sir.

Q. And at about what time?

A. Oh, I went over about 8:00 o'clock, and I had to wait at his home until after 10:00. He was out at a meeting some place.

(Testimony of Lewis Altenburg Porter.)

Q. When did the meeting with Mr. Schooling occur? A. With me?

Q. Yes, the meeting between you and him.

A. After 10:00 o'clock that evening, he came home.

Q. You say that evening; which evening?

A. The evening I taken that paper over to have him draw it up.

Q. Was that on the same day that you received the paper? A. Yes.

Q. What conversation did you have with Mr. Schooling? [60]

A. He read the paper, read the contents, what was on the paper. He said he didn't think much of it, and he says, "I'll tell you, Lou. You go back to the management and tell them what I said. Have them send somebody, or you come over, and I will draw them up one."

The next morning I told Kangas, Victor Kangas, about it. That was all I heard then, until in the afternoon——

Q. Let's stay there, then. After that conversation you had with Mr. Schooling did you have any further conversation with him with reference to a contract? A. With Mr. Schooling?

Q. Yes. A. No, sir.

Q. You never had any further contact with him? A. No, sir.

Mr. Watkins: May I interrupt, counsel. I think it will expedite it if at this time we may

(Testimony of Lewis Altenburg Porter.)

have just the conversation the witness had with Mr. Schooling at his meeting with him.

Mr. Moore: You mean ask him to repeat that?

Mr. Watkins: Yes, just what the conversation was.

Q. (By Mr. Moore) Will you repeat the conversation between you and Mr. Schooling on the occasion you contacted him at his home?

A. I told him I was sent over by the management to have him fix up an agreement, and I gave him this paper and he read it, [61] and as I said before, he didn't think much of it, and that was about all that was said at that time.

Q. Did he say he didn't think much of it?

A. Yes, sir.

Q. And then you have already testified as to what he said after that?

A. Yes. He said, "Tell the management of the plant that they should send somebody over," he says, "You can come back, Lou, or they can send somebody, anybody they wish, and I will draw them up an agreement."

Q. Was it clear to you why he said to send someone back over there? You were already there.

A. Yes.

Q. Did you understand he meant to send someone to his office?

A. From the office, yes.

Q. After you had done that, did you have a further meeting with Mr. Livingston?

(Testimony of Lewis Altenburg Porter.)

A. No, I don't recall. That day, you mean? That day particularly?

Q. Well, did you have any other meeting with Mr. Livingston at about this time, either before or after, any meeting you haven't mentioned?

A. Yes, sir.

Q. When was that meeting? [62]

A. Well, that was, oh, I would say a day or two after that, maybe two or three days. Victor Kangas—

Q. From one to three days after you had seen Mr. Schooling? A. Yes, sir.

Q. Yes, And where did the meeting take place?

A. At the Jonathan Club.

Q. Who was there at the time?

A. Victor Kangas, Lyman Hodges and Mr. Livingston, and myself.

Q. The four of you? A. Yes.

Q. What time of the day was that?

A. Well, as I recall, that was after 6:00 p. m. in the evening.

Q. How did you know that a meeting was going to be held at that time and place?

A. Vic Kangas told me.

Q. Did you have a conversation with Mr. Kangas about that? A. Yes, sir.

Q. Where was that conversation held?

A. That was in the plant.

Q. At about what time?

A. Sometime during the day. I don't know

(Testimony of Lewis Altenburg Porter.)

whether it was in the morning or evening of that particular day.

Q. Was it during your working hours? [63]

A. Yes, sir.

Q. Where did it take place?

A. Where did the conversation take place?

Q. Yes.

A. At the machine that I was working on in the plant.

Q. What did Mr. Kangas say to you?

A. Well, he says, "We are going to—Hodges and you and myself is going down tonight to have dinner with Mr. Livingston at the Jonathan Club."

Q. Did you say anything?

A. I told him I would be there.

Q. Did he say what time?

A. As I recall it now it was 6:00 o'clock or after, for dinner.

Q. What happened at this meeting at the Jonathan Club?

A. Well, we had our dinners. Mr. Livingston wanted to know from me what we would call the union, what name we would give it.

Q. Will you give the conversation that you had there, as near as you can recall?

A. How?

Q. Will you state what conversation was had there, as near as you can recall?

A. Well, I told him I didn't know what to call it. In fact, I didn't. So, as I recall, he asked me

(Testimony of Lewis Altenburg Porter.)

how would "PPWA" be. [64] And as far as I knew it was all right.

Q. At that time the cards, the membership cards, had already been printed, had they not?

A. Yes.

Q. What other conversation was had there?

Mr. Watkins: May I have the last question and answer read?

(The record was read.)

The Witness: Well, I don't remember. I don't recall of any other conversation.

Q. (By Mr. Moore) Did all four of you eat dinner there together?

A. As I remember it rightly, Mr. Livingston didn't eat with us. He sat at the table with us, and we three ate, and as I remember, he was going out to dinner later with somebody else.

Q. He said that? A. Yes.

Q. Have you exhausted your recollection as to what was said at that meeting?

A. How?

Q. Have you exhausted your recollection as to what was said at that meeting?

A. I don't remember anything else right now.

Q. In other words, to refresh your recollection, I will ask [65] you if anything was said about the C. I. O.?

A. I can't recall whether it was said, anything there.

Q. You have testified you were offered certain rewards for—

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: Are you going on to another subject now?

Mr. Moore: Yes.

Trial Examiner Whittemore: Well, I think, since it is somewhat after 12:30 we will take a recess now.

Mr. Moore: That will be fine.

Trial Examiner Whittemore: We will be in recess until 1:30.

(Whereupon, a recess was taken at 12:32 p. m. until 1:30 p. m., of the same day.) [66]

Afternoon Session

Trial Examiner Whittemore: Will the witness take the stand again.

LEWIS ALTENBURG PORTER

resumed the stand, and further testified as follows:

Direct Examination (Continued)

Q. (By Mr. Moore) Mr. Porter, you testified previously that at a meeting at which you and Mr. Raymond Livingston and Mr. C. V. Dachtler were present, you were offered certain rewards for your part in assisting to set up a union among the employees? A. Yes, sir.

Q. Did you ever receive a reward?

A. Yes, sir.

Q. When did you receive it?

A. About the first of September I got it.

Q. In what year?

A. I got a fifty dollar bill——

(Testimony of Lewis Altenburg Porter.)

Q. In what year was this you did receive it?

A. '37.

Q. 1937. From whom did you receive the reward?
A. Vic Kangas.

Q. Did you have any conversation with him at the time?
A. Yes, sir.

Q. You say it was about the first of September?
[67]

A. Around the first of September.

Q. Where was this conversation held?

A. At my home.

Q. Where was that, at the time?

A. Huntington Park.

Q. Pardon me?

A. In Huntington Park, 6029 Stafford, Huntington Park.

Q. Yes; and who was there at the time?

A. My wife, Mr. Kangas, Mrs. Victor Kangas and myself.

Q. About what time of the day?

A. Oh, it was after the dinner hour; I would say 7:00 or 8:00 o'clock.

Q. Was there a conversation at the time?

A. No more than Vic Kangas told me that Mr. Hileman sent me this fifty dollar bill.

Q. Who is Mr. Hileman of whom you are speaking?

A. Well, he is general manager of the plant.

Q. Do you know his full name?

A. Paul, I believe.

Q. Is it Paul D. Hileman?

(Testimony of Lewis Altenburg Porter.)

A. I don't know as to the middle name; Paul Hileman.

Mr. Moore: May it be stipulated Mr. Paul D. Hileman was general manager of the plant in September, 1937?

Trial Examiner Whittemore: Has the stenographer got the right spelling of that name? [68]

Mr. Watkins: H-i-l-e-m-a-n, Hileman, it is.

Q. (By Mr. Moore) Will you go ahead and repeat the conversation that was had at the time you received the reward from Mr. Kangas. What was said?

A. Well, he handed me the envelope that this fifty dollars was contained in and said that Mr. Hileman sent it to me. That's about all I remember of him saying.

Q. What did you say?

A. I thanked him for it.

Q. Did you then open it?

A. I opened it at that time, yes, sir.

Q. Did you open it in the presence of Mr. Kangas? A. Yes, sir.

Q. Were Mrs. Kangas and your wife also present at that time?

A. They were all sitting there.

Q. Did Mr. Kangas indicate what the reward was for?

A. I don't remember of him saying anything.

Q. Did you know what it was for at the time?

A. Oh, yes, naturally I——

(Testimony of Lewis Altenburg Porter.)

Mr. Watkins: Just a minute, Mr. Examiner. I object, first of all, as calling for a conclusion of the witness' state of mind, and I move the answer be stricken, so far as it is now given.

Trial Examiner Whittemore: I will deny your motion to strike. [69]

Q. (By Mr. Moore) Had you had a conversation with Mr. Kangas previously relative to payment to you of any reward?

A. That I don't remember. No, sir.

Q. Had you had any conversation with Mr. Hileman with reference to payment to you?

A. No, sir.

Q. Are you sure that you had not?

A. No, I never said anything to Mr. Hileman.

Q. Did you receive any other reward other than this fifty dollar bill you have testified to?

A. Did I receive any other, you say?

Q. Yes.

A. No more than my two weeks vacation with pay.

Q. When did you take that vacation?

A. I don't know whether it was the first half of September or the last half. I think it was the first half of September.

Q. With whom did you make arrangements to take that vacation? A. With whom?

Q. Yes. A. With Kangas, Vic.

Q. Victor Kangas? A. Yes.

Q. Did you have a conversation with him relative to the vacation? [70]

(Testimony of Lewis Altenburg Porter.)

A. No, I don't think so.

Q. Did you just stay away from the plant?

A. Oh, yes. I went on a little trip. I went up to Reno and Frisco.

Q. What I am trying to discover is: How did any official of the company know that you were going to take a vacation? Did you tell them?

A. Well, I was promised a vacation.

Q. I understand that.

A. And Vic told me to go ahead and take it at a certain time.

Q. Then you had a conversation with Mr. Victor Kangas?

A. Yes, but as to what time I don't know just when it was. But I know I——

Q. You cannot fix the date of the conversation?

A. No, I wouldn't attempt to fix a date. I couldn't do it.

Q. Can you say whether it was before or after you received the fifty dollar bill?

A. It was before I had arranged for the vacation. I had arranged for the vacation before I got the fifty dollar bill.

Q. When you spoke to Mr. Kangas with reference to the vacation were you in the plant?

A. Yes, I think I was. That was the only place I would meet him, was in the plant.

Q. Was anyone other than you and he present?

A. No. No. [71]

Q. Can you state what was said?

A. No.

(Testimony of Lewis Altenburg Porter.)

Q. More than you have already stated?

A. That is right. No, I don't remember of anything else that was said.

Q. You did take a vacation? A. How?

Q. You did take a vacation? A. Yes, sir.

Q. And how long did it last?

A. Two weeks.

Q. I will ask you if other employees received a vacation about that time?

A. No, sir. They wasn't giving any.

Mr. Watkins: You are talking about "that time." Can you fix that vacation, when it was, Mr. Moore?

Trial Examiner Whittemore: I think he has.

Q. (By Mr. Moore) I believe you said the vacation was in September, and you are not certain whether it was the first half or the second half.

A. I don't know whether it was the first or last half.

Q. In September of 1937, was it the policy of the company to grant to the employees a vacation?

Mr. Watkins: Just a minute. I object to that as calling for a conclusion, as to what the policy of the company was. [72]

Trial Examiner Whittemore: I am less interested in the policy than in the practice. Find out whether the practice was at that time that others were given vacations.

Q. (By Mr. Moore) Was it, to your knowledge, a practice of the company to allow employees vacation with pay during September of 1937?

(Testimony of Lewis Altenburg Porter.)

Mr. Watkins: Just a moment. I object to the question on the ground it calls for a conclusion. The witness can testify whether or not any other employees received vacations.

Trial Examiner Whittemore: That is what I am getting at, what the practice was, what was done; not what the company's policy was. The company's policy might have been one thing, and the practice something else. I think the question is correct, Mr. Watkins.

Do you know whether or not others were given vacations or took vacations?

The Witness: I don't know whether any others got a vacation.

Q. (By Mr. Moore) At the meeting you have testified to that occurred in the office at which Mr. Raymond Livingston, C. V. Dachtler and Mr. Kangas were present, and approximately 15 to 18 employees were present, was the subject of vacations discussed at all?

A. I don't remember whether that was discussed that day or not.

Q. Being spokesman for the men at that time, did you ask [73] whether or not vacations were to be had for the men?

A. Vacations with pay, and a little more money, and a union of their own.

Q. You testified previously at that time raises in pay were granted. Were vacations with pay also granted?

(Testimony of Lewis Altenburg Porter.)

A. If I remember rightly, we did get a raise, in the near future. I wouldn't say just when.

Mr. Watkins: Can we——

Mr. Moore: I am referring to the conversation he had testified concerning previously, where 15 to 18 employees had a meeting with Mr. Livingston, Mr. Dachtler, and Mr. Kangas in the office in the plant.

Mr. Watkins: Yes, I understood you, Mr. Moore. But the witness stated they did receive a raise. Find out when that was with respect to that meeting. I understood that was the basis of your question.

The Witness: I can't state just when that was.

Q. (By Mr. Moore) What I meant to ask was: Were you promised at that meeting——

A. We was promised, yes, sir, everything we asked for.

Q. ——were you promised a vacation with pay at that time?

A. I am not positive, but it appears to me we did; however, I wouldn't be positive of it.

Q. Do you know any other employees who took a vacation with pay during the year of 1937? [74]

A. No, I do not.

Q. Do you know no employee did?

A. Well, none that I know of.

Q. Referring to the period, now, prior to the time that you met Mr. Raymond Livingston, as you have testified, was any labor organization connected

(Testimony of Lewis Altenburg Porter.)

with the C. I. O. conducting an organizational campaign among the employees of the company there?

Mr. Watkins: May I interrupt to ask which meeting with Mr. Livingston? The witness has testified to more than one.

Mr. Moore: I think I said the first meeting. I should have stated that.

Mr. Watkins: Thank you.

Q. (By Mr. Moore) Prior to the time you first met Mr. Livingston.

A. I couldn't give the dates or times, but I know the C. I. O. was at that time trying to organize.

Q. You can fix the time that you first met Mr. Livingston, in your mind, even though you don't know the exact date?

A. No, I don't remember.

Q. But you can fix that point of time in your mind, and before that point of time, was the C. I. O. conducting a campaign among the employees there?

A. Yes.

Q. For about how long had that been going on?

[75]

A. Well, I don't know.

Q. Several months?

A. It was several months, yes.

Mr. Watkins: Just a minute. I should like, unless the witness will enlarge on what he means by "conducting a campaign", to ask that both of the last answers be stricken on the ground they are conclusions.

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: I think it is generally known what a campaign for membership is. But I have no objection to your exploring that matter.

Mr. Moore: I will go ahead, then, and clear that up.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore) During that period, prior to the time of your first meeting with Mr. Livingston, were organizers of the C. I. O. present outside the plant on a good many occasions?

A. I think so; yes, sir.

Q. Did they pass out literature?

Mr. Watkins: Just a minute. I object to the question now as leading and suggestive, Mr. Examiner.

Trial Examiner Whittemore: I will sustain the objection.

Q. (By Mr. Moore) What did these organizers do?

A. The best I remember, all they done was hand out pamphlets.

Q. Did you during that period of time have occasion to join the C. I. O.? [76]

A. Yes, sir.

Q. When did you join?

A. '35, the best I can remember now; 1935.

Q. Do you have any document in your possession that might refresh your memory on that point?

A. I have it at home, yes, sir; a receipt.

Q. Did you join the C. I. O. in 1937?

(Testimony of Lewis Altenburg Porter.)

A. Yes, sir.

Q. About when?

Mr. Watkins: Wait a minute. Which is correct? Was there a joining and a re-joining?

Mr. Moore: Are you asking the witness?

Mr. Watkins: I am trying to get the matter straight. The witness first testified,—

Trial Examiner Whittemore: 1935.

Mr. Watkins: That was the year it was formed?

The Witness: No, I have got the receipt at home. I should have brought it with me. It was May 15th, I think, 1937. I have the receipt at home.

Q. (By Mr. Moore) Had you ever been a member of the C. I. O. before that time?

A. No, sir.

Q. When you said a moment ago that you had joined in 1935—

A. I think that was a mistake. It was in 1937, I think it was May of '37. [77]

Q. Will you state what the circumstances were at the time you joined the C. I. O. in May of 1937?

Mr. Watkins: I would say that has no bearing on the issues. I don't care, Mr. Examiner.

Trial Examiner Whittemore: I think you had better narrow it down. We might be here a long while covering these circumstances. Just what do you mean by the "circumstances"?

Q. (By Mr. Moore) Did you have any conversation with any official of Thompson Products, Inc., at the time or shortly prior to the time you joined?

(Testimony of Lewis Altenburg Porter.)

A. Yes, sir; and I can't say truthfully what one of the management had me to join them.

Q. Who was there in a managerial capacity at that time?

Mr. Watkins: Just a minute, Mr. Examiner. May I have the previous answer read?

Trial Examiner Whittemore: Surely.

(The answer was read.)

Mr. Watkins: I would like to ask that be stricken, Mr. Examiner, on the ground it is a conclusion of the witness, and is vague and uncertain, and there is not any way we can combat that type of evidence.

Trial Examiner Whittemore: Certainly, as it stands now, there is not much there for you to combat, unless something else is brought out. He says he can't testify truthfully as to what man, apparently, if any, had him join. I would [78] like to hear more about it.

Mr. Watkins: My point, Mr. Examiner, is that it should be stricken unless some identity can be given to anybody in the management who, as he claims, had him join. There is the statement there that somebody in the management had this done. We can't combat that, unless it is more in detail.

Trial Examiner Whittemore: I will grant your motion to strike. I suggest you explore the matter further, if you wish to.

Mr. Moore: Yes. I planned to.

Q. (By Mr. Moore) Who was at the plant in

(Testimony of Lewis Altenburg Porter.)

a managerial capacity at the time you joined the C. I. O. in 1937?

A. Mr. Dachtler was the manager, Victor Kangas was under him. Lyman Hodges gave me the money to join the union.

Q. The C. I. O.? A. Yes, sir.

Q. Who was Mr. Lyman Hodges?

A. Well, he was inspector, then later he became personnel, or something like that.

Q. At the time you joined the C. I. O. what capacity did he hold in the plant?

A. I don't know whether he was still inspector or not.

Q. Did he do manual labor? A. No.

Q. Did he hire men? [79]

A. No. I think he had men working under him, yeah.

Q. Did he fire men?

A. I don't know that he did, or not.

Q. Did you have a conversation with Mr. Lyman Hodges with reference to joining the union?

A. Not in particular, only he just gave me the money and told me to use the money for the dues.

Q. You did have a conversation with him then?

A. Yeah.

Q. About when did that take place?

A. Well, I forget the dates. I couldn't give you the dates.

Q. Did it take place shortly before you joined the C. I. O.?

A. It was just before, yeah.

(Testimony of Lewis Altenburg Porter.)

Q. Where did the conversation take place?

A. In the plant.

Q. At about what time?

A. Well, as to that I wouldn't say. It was during the day.

Q. During your working shift?

A. Yeah, I wouldn't say whether it was in the morning or in the afternoon.

Q. Was anyone present other than you and Mr. Hodges? A. No, sir.

Q. Will you repeat the conversation that was had, then, as nearly as you can.

A. Well, he informed me he wanted me to join the union. [80]

Q. Did he indicate what union?

A. To find out what was going on, how many members they had, and all.

Mr. Watkins: Just a minute. I move the answer be stricken as a conclusion of the witness. I wish we could get the conversation in here. Here, again, we have the same type of statement made, which is a reflection on the management, and I think it should be more specific.

Trial Examiner Whittemore: I will hold it in reserve. Read the answer.

(The answer was read.)

Trial Examiner Whittemore: When you say "inform," did he say that to you?

A. Join the union.

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: That's what he said?

The Witness: Yes.

Trial Examiner Whittemore: I gathered that by the word "inform" in the context, it was indicating what he said. Does that take care of the matter?

Mr. Watkins: Not very satisfactory, Mr. Examiner. I still feel that the statement is a conclusion of the witness, and that, if a conversation of some character, according to the witness, took place at this time, it seems to me the only way it should come in here was by telling what Mr. Hodges said to him and what he said to Mr. Hodges, so that we know [81] the conversation.

Trial Examiner Whittemore: As I recall, he was asking that conversation, what was said. He testified what was said, and said: "He informed me he wanted * * *" I took the word "informed" as being synonymous with "told" in this case, and that that was what was said.

Mr. Watkins: Yes. Perhaps the rest of the testimony will straighten it up.

Q. (By Mr. Moore) Go ahead. State what was said.

A. Well, I joined the union and paid dues.

Q. Just say what was said between you and Mr. Hodges.

A. Well, about all that was said was, join the C. I. O. to learn what was going on and how many members they was getting.

(Testimony of Lewis Altenburg Porter.)

Q. Did you say anything at that time?

A. I don't know that I did, no, sir.

Q. Did you say you would join?

A. I said I would join.

Q. Did you attend meetings of the C. I. O. after you did join? A. Twice, yeah.

Q. Did you have any discussions with anyone connected with the company as to what took place at those meetings?

A. No. I didn't say much. I don't know I told them anything.

Q. Well, did you have any conversations with any of them, without reference to how much you said. [82]

A. I think I told Vic that one meeting they had that there was a dozen or so men. That was all that was said.

Q. You are referring to Mr. Victor Kangas?

A. Yeah.

Q. When did the conversation with Mr. Kangas take place, as nearly as you can recall?

A. The next day after the meeting. I don't know what date the meeting was.

Q. How long after you joined was the meeting to which you have reference?

A. Possibly a week.

Q. After that meeting you had a conversation with Mr. Kangas? A. Yes.

Q. Where did it take place?

A. Where did it take place?

Q. Yes.

(Testimony of Lewis Altenburg Porter.)

A. It was on Otis and Florence, I believe it was, in Bell.

Q. You were standing on the street corner?

A. No, I say, that's where the meeting took place.

Q. No. I mean the meeting with Mr. Kangas. Where was it?

A. Oh, yes. It was in the plant in working hours.

Q. Who was present other than you and he?

A. Nobody.

Q. About what time of day was it?

A. Well, I don't know whether it was in the morning or [83] afternoon. I know it was during the day.

Q. What was said?

A. I just told him that there was possibly a dozen men there.

Q. Meaning men from the plant in which you were employed? A. Uh huh.

Q. Did he say anything?

A. No, just probably laughed and walked away.

Q. Did you thereafter remain active in the C. I. O.? A. How?

Q. Did you thereafter remain active in the C. I. O., and did you attend meetings of the C. I. O.?

A. No, sir.

Q. You attended, I think you said, a couple of meetings?

A. I think I was twice at the meetings.

(Testimony of Lewis Altenburg Porter.)

Q. After that you did not attend any further meetings? A. No, sir.

Q. Did anyone connected with the company ever ask you what happened at those meetings of the C. I. O.?

A. I don't remember that they did, no.

Q. Specifically, did Mr. Kangas ever ask you?

A. On that one occasion he asked me about how many men was there, was about all that was said.

Q. That is on the occasion you have testified to previously? A. Yeah.

Q. When, Mr. Porter, did you first appear here in the Regional [84] office of the National Labor Relations Board to give testimony in connection with this case? A. I think it was——

Q. Let me correct that: To furnish information, I should say, with reference to this case?

A. The best I can remember is May 28th of 1942, this year.

Q. Prior to coming up here did you have a conversation with anyone connected with the company?

A. Yes, sir.

Q. With whom did you have such conversation?

A. With Roy Long.

Trial Examiner Whittenmore: Who is Roy Long? May I ask?

The Witness: He is shop manager of the plant.

Q. (By Mr. Moore) Are you referring to a conversation, now, that occurred before you came down here? A. How was that, please?

(Testimony of Lewis Altenburg Porter.)

Q. Are you referring to a conversation, now, that occurred before you came down to the Board?

A. No, that was after I was down here.

Q. The question I asked you was: Did you have any conversation with anyone connected with the company before coming down here.

A. Yes, sir, the day before. I told the superintendent, Billy Kerns.

Q. The conversation was had with who? [85]

A. Billy Kerns, the superintendent.

Q. Is his name William Kerns?

A. William, I guess it is.

Mr. Moore: May it be stipulated William Kerns in May of 1942 was superintendent of the plant?

Mr. Watkins: Yes, and Roy Long is a foreman.

Mr. Moore: May it be further stipulated Roy Long is general foreman?

Mr. Watkins: Yes, that is correct.

Q. (By Mr. Moore) When did you say this conversation with Mr. Kerns was held?

A. The day before I came down here.

Q. At about what time?

A. Along in the afternoon.

Q. And where was it held?

A. At the machine where I was working.

Q. In the shop? A. Yes, sir.

Q. Was anyone present other than you and he?

A. No, sir.

Q. What was said on that occasion?

A. I told him I had come down—was coming down, I had been subpoenaed to come down and ap-

(Testimony of Lewis Altenburg Porter.)

pear before the Labor Board and make a statement.

Q. Go ahead. [86]

A. So, he says, "I suppose you know what it's for." And he said, "Well," he says, "All you can do, Lou, is to tell what you know. Tell what you know."

Q. Was anything else said?

A. I asked him not to say anything to anybody else about it, and I know I didn't.

Q. Was anything else said?

A. Not that evening. So the next morning he came to me and he says, "Lou, what's this all about?" He says, "Half a dozen in the plant already asked me about you being at the Labor Board yesterday."

Q. Mr. Kerns said that? A. Yes.

Q. On what occasion was that? You are referring now to a later conversation you had with Mr. Kerns, are you not? A. The next day, yes.

Q. The first conversation you testified to was the day before you came here. Is that correct?

A. Yes.

Q. Now, the conversation you have just brought in, did that occur the same day you came down here or the day after?

A. No, that was the next morning after I was down here.

Q. Then it was two days after the first conversation?

A. Yes, it was two days after I had told them.

Q. Where did the conversation take place? [87]

(Testimony of Lewis Altenburg Porter.)

A. At the plant, at the machine.

Q. At about what time?

A. Along about, oh, I would say 10:00 o'clock in the morning; maybe earlier.

Q. Was anyone there other than you and he?

A. No.

Q. What was said on that occasion?

A. Well, he just wanted to know. He said he hadn't told anybody. He says, "There's a half dozen already telling me," talking to him, rather, that I was down here before the Labor Board the day before.

Q. Did you say anything then?

A. I told him I knew I hadn't said anything to anybody, other than him.

Q. Was that the entire conversation?

A. Yes.

Q. Thereafter, did you have a further conversation with anyone connected with the company?

A. About coming down to the Board?

Q. Well, with reference to coming down here, yes. Or, with reference to any subject.

Trial Examiner Whittemore: Now, wait a minute. Let us hold it to this one, first.

Mr. Moore: Well, I don't know——

Trial Examiner Whittemore: The point is he may get into [88] all sorts of conversations which have no bearing on this case. So long as we stick to the issues, I have no objection. You asked the witness to testify on any subject he may have had

(Testimony of Lewis Altenburg Porter.)

a conversation about. I think you will agree we are not interested in any conversation he may have had.

Q. (By Mr. Moore) Did you ever have a conversation with Mr. C. L. Mileman with reference to talking union in the shop? A. Yes.

Q. When did that conversation take place?

A. That was the same evening that I was talking to Kerns.

Q. The first or second time?

A. The second trip when he was talking about so many fellows in the plant knowing I had been down here that time in the afternoon. A boy by the name of Smith came to me and told me that Mr. Mileman had authorized him to come to me and tell me to cut out talking union while on duty.

Mr. Watkins: May we know what Smith's name is?

Mr. Moore: Elmer Smith.

Q. (By Mr. Moore) Did you have a conversation with Mr. C. L. Mileman?

A. Yes, I went to him.

Mr. Moore: May it be stipulated Mr. C. L. Mileman is personnel manager of this West Coast plant?

Mr. Watkins: So stipulated.

Q. (By Mr. Moore) When did you have the conversation with Mr. [89] Mileman?

A. It was after 3:30 that same evening, that he had told Smith to have me pipe down on talking union.

Mr. Watkins: Read the answer, please.

(The answer was read.)

(Testimony of Lewis Altenburg Porter.)

Q. (By Mr. Moore) Where did your conversation with Mr. Mileman take place?

A. At the doorway right at his office.

Q. You said it was shortly after 3:30?

A. Yeah.

Q. You went off the shift when?

A. I went off at 3:30, and I went direct to him.

Q. Were you sent for on that occasion or did you go voluntarily?

A. No, I went voluntarily. I wanted to explain to Mr. Mileman that I was not talking union on duty.

Q. Was anyone else present other than you and he at the time? A. No, sir.

Q. What was the conversation?

A. Well, I told him that I understood through Mr. Smith that he wanted me to stop talking union, and I absolutely was not talking union during working hours.

Well, Mr. Mileman I think was honest in it. He said he didn't really know. He said the reports had come to him that I was talking union, and I denied it. [90]

Q. Did he indicate what union he was referring to?

A. No, he didn't come out and call any names.

Q. He didn't say what union he referred to?

A. No, he didn't call any names.

Q. Had you, prior to that time, had any conversations during working hours about any union, with any employee? A. Before that?

(Testimony of Lewis Altenburg Porter.)

Q. Yes.

A. Sometime before that, I would say two or three weeks, I might have said a little something about the union, but I had quieted down. I hadn't said anything to anybody.

Q. For a two or three weeks period before that conversation you had not said anything about unions? A. No, I never said anything.

Q. Later on, did you have any conversations with any other person connected with the company on that subject? A. Yes, sir.

Q. When?

A. The next morning after I had talked to Mr. Mileman; that was Saturday morning.

Q. With whom was this conversation?

A. That was with Roy Long.

Q. Where did that take place?

A. In the plant.

Q. Where in the plant? [91]

A. Well, that was at the tool crib, I was up at the tool crib when I was talking with him.

Q. Was anyone else present other than you and Mr. Long? A. Just he and I.

Q. What was said on that occasion?

A. Well, Roy looked at me and laughed, and he says, "Yeah, Louie," he says, "We have got plenty of reports that you are talking union, talking C. I. O. during working hours."

I just kind of laughed it off with him, and he says, "Yeah," he says, "One man says you talked

(Testimony of Lewis Altenburg Porter.)

to him forty-five minutes, and another man an hour and twenty minutes.”

I asked him, I says, “All at one period, one time?”

He says, “Yeah.”

I says, “Where in the h—— were all your foremen, bosses, to let me stand and talk to one man an hour and twenty minutes away from the machine?”

So he said, “Louie,” he says, “That won’t sound good, will it.”

I just kind of laughed and went down to the machine and went to work.

So, in the afternoon he came back to me——

Q. Well, now, in the afternoon you had a further conversation with Roy Long?

A. With Roy Long, in the following afternoon. He came back to where I was working at the machine. [92]

Q. Was anyone else present other than you and he? A. No.

Q. What was said on that occasion?

A. Well, he says, “Louie,” he says, “Let’s get along.”

I says, “Sure; I am in for that.”

“But,” he says, “I don’t think much of that d—— C.I.O.”

Q. He used “d” as a swear word? Is that what you mean? A. Yeah.

Q. All right; continue.

(Testimony of Lewis Altenburg Porter.)

A. Well, I says, "Roy," I says, "Five or six million men can't all be wrong," and I says, "I am not hanging my neck out." I says, "You don't even see me wearing a C.I.O. pin," and I wasn't wearing it at that time, but I had belonged for some time.

"Well," he says, "Louie," he says, "When you put that C.I.O. button on you are hanging out your neck," and he says, "Somebody will take a crack at it."

Q. Is that all of the conversation?

A. That was all of it.

Q. You testified previously that you joined the C.I.O. in 1937 and that you attended a couple of meetings and then dropped it. Is that right?

A. Yeah.

Q. You said just a moment ago you had been a member for [93] some time. What did you mean by that?

A. Well, I joined them in—I joined them the first of April, I think, the last time.

Q. Of what year? A. Of 1942.

Q. You joined the C.I.O. again?

A. Yeah, but I had never put on my C.I.O. button. But I did go home that night and put on my C.I.O. button and left it on.

Q. (By Mr. Moore) You mean the night after you talked to Roy Long?

A. After Roy Long talked to me.

Mr. Watkins: Mr. Examiner, I understand that Mr. Kangas is present in the room, and I would

(Testimony of Lewis Altenburg Porter.)

like to ask that he be excluded from the cross examination of this witness.

Trial Examiner Whittemore: That is a rather unusual [94] request.

Mr. Watkins: I beg your pardon?

Trial Examiner Whittemore: It is a rather unusual request, it seems to me. What is your reason?

Mr. Watkins: Your Honor, I have asked that a good many times, and I have not been refused.

Trial Examiner Whittemore: Mr. Kangas, so far, has been identified as an official of the company.

Mr. Watkins: He is no longer with the company.

Mr. Moore: I will object to that request, for the reason that at the time this happened he was an official of the company.

Mr. Watkins: I feel the request is entirely reasonable, Mr. Examiner, and feel that it should be granted, because this witness is no longer an employee of the company, and there have been a good many alleged conversations between the two; and I would like to ask permission be granted. As a matter of fact, I have never had the Board refuse a request of that kind before.

Trial Examiner Whittemore: I think you will agree—do you recall any such a situation arising before where you had asked a witness be excluded that would presumably be your own witness?

Mr. Watkins: He won't be our own witness.

Mr. Moore: We are attacking his credibility before he [95] ever gets on the stand, if we do that.

(Testimony of Lewis Altenburg Porter.)

There have been a good many conversations alleged to have taken place with Mr. Livingston and we assume he is going to be of the other side, so, it is all right for him to remain. I frankly oppose the request.

Trial Examiner Whittemore: I frankly do not see, by any reason you have given me so far for excluding him——

Mr. Watkins: My point is: We have here two former employees of the company, and we find a peculiar linking of the two together, in the testimony so far given. I think we should be entitled to examine this witness without Mr. Kangas being present to hear the testimony of this witness.

Trial Examiner Whittemore: There is only one witness on the stand, so far, that I know of.

Mr. Watkins: Correct

Trial Examiner Whittemore: I do not see how it links up with any other testimony.

Mr. Watkins: Because this witness has testified to many of these instances linking it to Mr. Kangas. Mr. Kangas is no longer an employee of the company. He is not our witness. He is the Board's witness.

Trial Examiner Whittemore: I do not know he is anybody's witness. I am not responsible for anyone who may be in the courtroom. I do not know he is going to be called. Do you know? [96]

Mr. Watkins: No, I don't, but I assume he is, or he wouldn't be here, and we haven't called him.

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: I will deny your request.

Q. (By Mr. Baldwin) Mr. Porter, you stated you went down to a printing office and picked up some cards. Is that right? A. Yeah.

Q. Did you pay for those cards out of your own pocket? A. No, sir.

Q. Do you know where you got the money for that?

A. As I said before, I can't remember where I got that money. But I know I didn't get it out of my own pocket.

Q. Were you ever reimbursed by the PPWA for anything at all, for any monies you might have put out? A. Not that I remember of.

Q. Do you know the name of the organization, what it was, that was on those cards?

A. It was PPWA, Pacific Parts Workers Alliance.

Q. You stated some time later, possibly it was two days later, [97] that a name had been suggested for the organization. Is that right?

A. That's the best of my remembrance, yes.

Q. In other words, a name was suggested for the organization after the cards were printed?

A. I think they were, yes, sir. I wouldn't be positive.

Q. But you don't know where you got the money to pay for the cards?

A. No, I ain't going to say, for I don't remember.

(Testimony of Lewis Altenburg Porter.)

Q. And you were never reimbursed from the PMPWA for anything you put out of your own pocket?

A. That's the best of my memory, yes.

Mr. Baldwin: That is all.

Cross Examination

Q. (By Mr. Watkins) Mr. Porter, where did you work before you worked for Jadson Products?

A. It was on the police force.

Q. Where? A. Vernon.

Q. How many years were you on that?

A. Oh, a year or so.

Q. Where before that did you work?

A. Huntington Park.

Q. What did you do there?

A. Police force. [98]

Q. How long were you on the Huntington Park police force? A. About two years.

Q. Where before that were you working?

A. I think I was working for myself then, cement work.

Q. Where?

A. In and around Huntington Park.

Q. Weren't you on the police force or doing some private detective work in Kansas?

A. No.

Q. Did you ever live in Kansas?

A. No, sir.

Q. Did you ever live in Missouri?

A. I have lived in Missouri.

Q. Near Kansas City? A. Yes.

(Testimony of Lewis Altenburg Porter.)

Q. Did you do any private detective work there? You have done some private detective work, haven't you?

A. No, sir, I have not.

Q. Your work has been police work?

A. Yes.

Q. And only for the two cities you mentioned, Vernon and Huntington Park?

A. Never did any detective work in my life.

A. You know Mr. Matthews of the Bureau of Investigation, do you not? [99]

A. Yes.

Mr. Moore: What Bureau of Investigation?

Mr. Watkins: The Federal Bureau of Investigation, Mr. Moore.

Q. (By Mr. Watkins) Mr. Porter, calling your attention now to the time of your first conversation with Mr. Ray Livingston, which was at your machine, I believe you testified, sometime in the latter part of July or August of 1937, what was the condition in the plant prior to that time, so far as the men were concerned?

A. Oh, I don't know. I wasn't questioning them any. I don't know what the condition was.

Q. You didn't question them? You don't know what they were thinking or talking about?

A. No.

Q. You do not remember any conversations about better wages, better working conditions?

A. Oh, there might have been something said about that. I wouldn't say yes or no.

Q. Do you recall anything of that kind?

A. No.

(Testimony of Lewis Altenburg Porter.)

Q. Or anything about favoritism in the plant?

A. No, I don't think so.

Q. Do you recall any statements of any kind by anyone, or any conversations about Thompson Products buying out the business, [100] and perhaps going to close it?

A. I don't know that I knew that they bought it at that time.

Q. What is your answer to my question? Did you hear any conversation of that character around that period?

A. No, I don't think so. I don't remember.

Q. All right. Now, when you first saw Mr. Livingston you were working at your machine. Is that correct?

A. Yes.

Q. And he came along past your machine?

A. Yes.

Q. Had you seen him at all prior to the time he came and said something to you?

A. I don't believe I had, no. I don't think I had.

Q. Did you know who he was?

A. Not up until then, I don't think.

Q. Did he tell you who he was?

A. Yes.

Q. Had you seen him talking to any of the other men around the shop prior to the time he talked to you?

A. No.

Q. Did you see him talk to any other men around the shop after the time he talked to you, the same day?

A. No, sir.

(Testimony of Lewis Altenburg Porter.)

Q. Did you notice where he went after he left you? [101]

A. No, any more than just go on through the plant. I don't know where he went to; paid no attention to it.

Q. Precisely what was his conversation with you, and this is the latter part of July or the early part of August of 1937, while you were at your machine and he came up with you? Who started the conversation? A. Mr. Livingston.

Q. What did he say?

A. He told me where he was from.

Q. What did he say to you?

A. As to that I just don't remember, how it came up.

Q. You don't recall what he said?

A. No. He said he was from the Cleveland plant.

Q. Did he say, "My name is Ray Livingston?"

A. I wouldn't say whether he did or not.

Q. You don't remember what he said to you, then, first, when he talked to you?

A. Not everything, no.

Q. What do you remember as the first thing he said to you?

A. Oh, we talked about the machinery in our plant and the machinery in their plant. It was similar, or to the effect.

Q. Who started this conversation?

A. Mr. Livingston.

Q. What did he say about it? "How is your

(Testimony of Lewis Altenburg Porter.)

machinery working? Is it satisfactory to you?"

[102]

A. I can't repeat it.

Q. You haven't any recollection as to what he said with respect to the machinery?

Mr. Moore: Objected to. He just testified he couldn't remember.

Mr. Watkins: Mr. Examiner, I submit this is cross examination.

Mr. Moore: This is argumentative.

Mr. Watkins: Mr. Examiner, this witness has very positive recollection about certain facts, and none whatever about others. I am trying to probe his memory.

Trial Examiner Whittemore: I think if you will recall his answers, you will agree he has already testified as to some matters with respect to this.

Q. (By Mr. Watkins) Do you recall anything about his conversation, that is, Mr. Livingston's conversation with you this first time, besides something about machinery back in Cleveland and machinery in the plant?

A. I do remember his saying our machinery was similar to their machinery. That is about all I can remember.

Q. Was that the entire conversation at that time?

A. Possibly some other things were said, but I can't repeat them.

Q. Was anything said on any subject besides machinery? A. No, sir. [103]

(Testimony of Lewis Altenburg Porter.)

Q. All right. Now, then, going to the first meeting you testified to at the Jonathan Club, will you tell me, as nearly as you can recall, what date that occurred?

A. No, I can't give you the dates.

Q. When was it with respect to the time when 15 or 18 employees called on the management?

A. That was on the Tuesday following the day that I was down at the Jonathan Club, I believe.

Q. Did you testify you were down at the Jonathan Club on a Saturday?

A. That is my memory now, that I was down there Saturday.

Q. Are you certain of it?

A. No, sir. I told you in many instances I wasn't positive of the dates.

Q. All right. Let us go on to your meeting at the Jonathan Club. What was the first thing that was said when you went in? How did you get up to the room? How did you know where he was?

A. I was told what room he was in.

Q. By whom? A. By Mr. Kangas.

Q. What did he tell you?

A. Well, I don't know the room, now; it was on the fourth floor.

Q. Did he tell you the room number you were to go to at the [104] Jonathan Club?

A. Yes.

(Testimony of Lewis Altenburg Porter.)

Q. When you went to the Jonathan Club, what did you do when you first got in there?

A. Oh, about the first thing that was said, Mr. Dachtler wanted to know if I knew what I was down there for.

Q. What was the first thing said by anybody when you came in?

A. I think that was the first thing.

Q. Did anybody say, "Hello, Porter?"

A. Naturally they said that.

Q. Did somebody say, "Hello, Lou?" Or, "Hello, Mr. Porter?"

A. I don't remember; possibly they would have said it.

Q. Then Mr. Dachtler was the first one that made any sentence to you of any kind? Is that correct?

A. Yes.

Q. What did he say?

A. He wanted to know if I knew what I was down there for.

Q. What did you say?

A. I told him I thought I did.

Q. What did he say?

A. Well, that was all he had to say.

Q. All right. Did he say anything else during this entire conversation, Mr. Dachtler?

A. Well, he might have, possibly did, before the evening was over. [105]

Q. What was the next thing said by anybody?

A. Mr. Livingston wanted to know of me if I was ready to shoot.

(Testimony of Lewis Altenburg Porter.)

Q. Is that what he said?

A. Exactly the words.

Q. What did you say?

A. I told him: Yeah.

Q. You told him what?

A. I told him: Yes, sir.

Q. You didn't say anything to him about having observed him and you thought he was a man you could depend on, did you?

A. Not that I remember.

Q. Go ahead. What did he say after you said, "Yes, sir, I am ready to shoot?"

A. He then told me just exactly what I said a bit ago: He wanted me to go among the boys in the plant and get them to come into the office with me, and I would be the spokesman for them, and ask for an independent union, vacation with pay, a little more money, and better working conditions.

Q. He outlined the things you were to ask, did he? A. He done it.

Q. That was: Vacations with pay, more wages and better working conditions?

A. Yes, sir. [106]

Q. Anything else?

A. Well, he said I was good for a lifetime job.

Q. Just a minute. Was there anything else he suggested you ask for?

A. If he did I don't recall it right now.

(Testimony of Lewis Altenburg Porter.)

Q. He might have said something about seniority in there too? A. Could have, yeah.

Q. You don't remember?

A. I ain't going to say, for I don't remember all of them.

Q. What was the next thing he told you? I will withdraw that question, please.

When he said that to you, that is, that you were to get some of the boys and bring them in and ask for these things, what did you say?

A. What did I say?

Q. Yes.

A. I told him I would, or I would try.

Q. That was all? Did you say: "Where do I come out on this," or anything of that kind?

A. No.

Q. Then what did he say to you?

A. Well, he said I would get a lifetime job with top pay, two weeks vacation, and some money.

Q. For doing what?

A. For helping put this union in. [107]

Q. Did he ask you to do anything besides what you have already stated there, that is, to bring the men into the office and ask for certain things?

A. Oh, he might have. I ain't going to say right now. I don't remember.

Q. In other words, for having the men come into his office and request an independent union, better working conditions, and increase in pay, he was going to give you a lifetime job at top salary,

(Testimony of Lewis Altenburg Porter.)

and a vacation. Is that correct? Was that all he was going to give you?

A. I was going to get some money. I can't remember how much it was.

Q. Was that discussed, how much it was?

A. Well, I don't remember how much I was going to get, but it was spoken of, yeah.

Q. Do you remember what amount it was, or who spoke of it?

A. No, I don't remember what amount it was.

Q. And you were going to get that in addition to the lifetime job at top pay and the vacations; is that right?

A. Yes, sir.

Q. Did you ask him what top pay was?

A. No.

Q. Did you ask him if they were going to put that in writing, or anything of that kind?

A. No, sir. [108]

Q. What did you say?

A. I told him I didn't care to work all my life.

Q. Was that your answer to what they had said to you?

A. That is the way I answered them. I didn't care about a lifetime job for I didn't want to have to work all my life.

Q. Then what did they say? Any of them.

A. I don't know if they said anything or not.

Q. Was that the end of the conversation then?

A. I don't know that there was a great deal said after that.

(Testimony of Lewis Altenburg Porter.)

Q. Mr. Porter, when you left that meeting, or, when you were there at that meeting, what was your understanding of what you were supposed to do, and what was your understanding of what you were supposed to get for it?

A. What I was supposed to do?

Q. Yes.

A. I was to get around among these men, have them come into the office, tell the management what we was in there for, what we wanted; which I did.

Q. That was all you were supposed to do. Is that correct? A. So far as I know.

Q. So far as you knew that was all you were supposed to do? A. Yes.

Q. What were you supposed to get for doing that?

A. Vacation, lifetime job, and some money.

Q. But you didn't want the lifetime job? [109]

A. Didn't care anything about that.

Q. And you told them that? A. Yes.

Q. So the lifetime job is out. How much vacation were you supposed to get?

A. Two weeks.

Q. Did they tell you that? A. Yes.

Q. Did they tell you at what pay?

A. My pay was to go on, naturally, yes.

Q. The pay you were getting at that time?

A. Yes.

Q. Did they tell you at what wages you were to continue to work there? A. No.

(Testimony of Lewis Altenburg Porter.)

Q. That wasn't even discussed?

A. I don't think so.

Q. In other words, for doing that, what you were to get was: Two weeks vacation with pay you were getting. That as the sum and substance of it, wasn't it?

A. That's the way I looked at it. I wasn't thinking much about it.

Q. What about this money you were to get some other time? When did you expect to get that?

A. That wasn't stated when I would get it.

[110]

Q. When did you expect to get it?

A. Didn't know.

Q. Did you ask them?

A. I don't think I ever asked anybody for it at all.

Q. You didn't discuss that at all. You just let that go by the board?

A. Yes.

Q. Mr. Porter, you said you first came to the National Labor Relations Board in April, I believe, of 1942, this year. Is that correct?

A. Yeah.

Q. And I think you testified it was by subpoena. Is that correct?

A. Yeah. I got a wire to come down.

Q. Oh, you got a wire to come down to the Board?

A. Yeah.

Q. And you hadn't had any discussion by telephone or otherwise with anybody from the Board

(Testimony of Lewis Altenburg Porter.)

prior to that time concerning the facts you have testified to? A. No.

Q. When did you have your first discussion about those facts with the union, that is, the C. I. O., the charging union here?

A. I don't know just what date it was.

Q. How long before you came to the Board?

Mr. Moore: I object to that as immaterial. [111]

The Witness: That I don't remember.

Trial Examiner Whittemore: Let the answer remain.

Q. (By Mr. Watkins) How recently have you discussed the facts in this case with Mr. Victor Kangas? A. Very very little.

Q. How recently?

A. Oh, a couple of weeks ago.

Q. About two weeks ago? Just once or more than once? A. One time.

Mr. Moore: I will stipulate that I was present at that discussion, if you care to.

Q. (By Mr. Watkins) Mr. Porter, after this first meeting you have testified to at the Jonathan Club, what did you do to carry out your mission that you had then? What was your first step?

A. To see the boys in the plant was supposed to be about the first.

Q. When did you start doing that? The following Monday, was it?

A. Could have been the following Monday, I won't be positive in the dates; never have been; never bind myself to the dates.

(Testimony of Lewis Altenburg Porter.)

Q. As soon as you could get around to it. Right?

A. Yes.

Q. Did you think at that time that an independent union ought to be organized at the plant?

[112]

A. Oh, I hadn't given it much thought.

Q. You had belonged to the C. I. O., had you not?

A. Yeah.

Q. You got some others to belong to the C. I. O., didn't you?

A. I might have. I don't know.

Q. I mean prior to that time. You got some others to join the C. I. O. too, isn't that true?

A. I don't remember.

Q. And you discussed that with Mr. Kangas also, didn't you?

A. That I was to get new members?

Q. That you were getting members for the C. I. O. in the plant.

A. I don't think so.

Q. You don't recall?

A. No.

Q. What about the A. F. of L.? It had been organizing also there, hadn't it?

A. Never heard or seen the A. F. of L., that I know of.

Q. You didn't know that any of the men had ever belonged to the A. F. of L. in the plant prior to that time?

A. No.

Q. When you went to the men, carrying out your mission for Mr. Livingston, who was the first man you contacted? Do you remember?

A. No, I don't. [113]

(Testimony of Lewis Altenburg Porter.)

Q. All right. Tell me what you said to any particular individual that you contacted following that. Tell me who he was; where you talked to him; what you said to him.

A. I don't remember now. That's a good while off.

Mr. Watkins: Read the question.

(The question was read.)

The Witness: I can't remember what I said to him.

Q. (By Mr. Watkins) You have no recollection of what you said to any of the men in the plant after your meeting with Mr. Livingston, or when you were to bring them in the office?

A. No, I don't recall.

Q. Did you tell any of the men about your meeting with Mr. Livingston?

A. About what?

Q. About your meeting with Mr. Livingston, what he had offered you?

A. No.

Q. You didn't mention that to any men in the plant?

A. Not at that time, no.

Q. What did you say to them?

A. Well, no more than I told them we ought to have a little more money; we ought to have a vacation and a union of our own.

Q. You stated a union of your own?

A. Yes.

Q. You stated that to them, did you? [114]

A. Something to that effect.

(Testimony of Lewis Altenburg Porter.)

Q. Did you believe that? That you should have a union of your own down there?

A. I don't know. I might have at that time.

Q. Were you fostering that, then, just because Mr. Livingston had offered you this money?

A. No, I don't think so.

Q. Why were you?

A. Well, probably the plant might close.

Q. All right. What do you mean by that: Probably the plant might close?

A. It had been rumored there that the plant might close.

Q. Rumored by whom?

A. Well, I think the first man that talked to me about that was that inspector, Hodges.

Q. Mr. Hodges? A. Hodges.

Q. What did he say to you?

A. I think he said if we didn't keep it out—put the union in, that they would close and move away.

Q. If you didn't put the independent union in it would close and move away? A. Yes.

Q. When did Mr. Hodges make that statement to you? A. Oh, I can't remember the dates.

[115]

Q. When was it with respect to when you talked to Mr. Livingston? Before or after, or when?

A. I think after.

Q. How long after?

A. Probably a day or two.

Q. Was it before you had had your meeting

(Testimony of Lewis Altenburg Porter.)

with the 15 or 18 men who walked in and talked to the management?

A. I don't know whether it was before or after.

Q. Where were you when that statement was made?

A. At the plant.

Q. Where?

A. In the operating department.

Q. Who was there?

A. Just the two of us.

Q. Who started the conversation?

A. Hodges.

Q. What did he say?

A. Well, he just stated that if we didn't organize and put a union in there they would close and move to Cleveland, possibly.

Q. If you didn't organize and put a union in there, they would close and move to Cleveland, possibly? Was that the reason why you went after the organization of the independent?

A. Might have been.

Q. Was it? [116]

A. I ain't going to say. I don't know now.

Q. I notice you have lost a finger. Did you lose that working at Thompson Products or at Jadson?

A. No, I lost that before.

Q. Didn't you have an injury to your hand while you were working there?

A. Yeah.

Q. When did that occur?

A. Oh, a couple of years ago; a little more.

Q. Can you tell us more precisely what date that occurred?

(Testimony of Lewis Altenburg Porter.)

A. No, I think it was sometime in the spring, two years ago.

Q. Can you fix that with any more assurance than that? A. How?

Q. Can you fix it with any more certainty than that, when you lost your finger, or had it injured?

A. It has been over two years ago.

Q. Wasn't it in 1937?

A. No, that was—I think it was along in May, two years ago past.

Q. Well, now, let me ask you this: Wasn't the injury to your finger, didn't that happen very shortly before you received the two weeks vacation? A. Oh, no. This was away after.

Q. Did you receive a vacation about the time you injured your finger? [117]

A. Yes, sir. I was told, yes.

Q. Beg pardon?

A. Sure. I was told, when I got it hurt.

Q. Yes; but you were going on a vacation.

A. Wasn't out of town.

Q. And you are sure it wasn't back in 1937 when this occurred? A. No, it wasn't then.

Q. What was that?

A. I was just speaking to the lady. It was in May of 1939 or 1940. It has been about two years ago.

Q. Mr. Porter, prior to this meeting at the Jonathan Club with Mr. Livingston, did you talk to Mr. Livingston on the telephone?

(Testimony of Lewis Altenburg Porter.)

A. I don't remember of talking to him.

Q. Would you say that you did not?

A. I wouldn't say that I did or didn't. I don't remember.

Q. In the past six months have you talked to Mr. Hileman on the telephone at night from your home?

A. No, sir.

Q. Have you called him and asked him to meet with you?

A. No.

Q. Mr. Long?

A. No.

Q. Any other official down at the Thompson Products plant? [118]

A. No.

Q. You haven't called any of them during this past six months and asked them to meet with you any place?

A. Oh, I think I talked to Mr. Millman on the telephone, but not Hileman.

Q. How long ago?

A. Oh, two or three months ago.

Q. Yes. Anybody else?

A. No.

Q. You have testified previously at the present time—you understand you are under oath, don't you?

A. Yes.

Q. You understand you are testifying that previous to the present time, during the past year, you haven't called any officials of the Thompson Products and told them you had something confidential you wanted to talk to them about?

A. Not to my memory.

Q. Would you say positively you have not? I am talking about the past year.

(Testimony of Lewis Altenburg Porter.)

A. I wouldn't say positively to anything like that because I don't remember.

Q. You might have, and you might have done it more than once. Is that correct?

A. I know I did call Mr. Millman.

Q. Yes. But he is the only one you have any recollection of [119] calling? A. Yes.

Q. Is the same answer true four, five years, that you don't remember calling anybody in the plant—

A. Don't remember.

Q. —any of the officials of the plant and telling them you had something: "Way down under" you wanted to discuss with them, away from the plant? A. No.

Q. During these five years you haven't had any conversation except with Mr. Millman?

A. Just had the one conversation with him.

Q. You are positive you did not have? What is your answer? You don't remember whether you did or not?

A. I don't remember ever talking to anybody else, no, sir.

Q. All right. Would your answer be the same if I asked you if you tried to reach them by telephone with a message that you had something very confidential you wanted to talk to them about?

A. I don't remember now.

Q. You don't remember anything of that kind either? A. No.

Q. Now, I am correct, am I, Mr. Porter, in this: That when you talked to the men to try to

(Testimony of Lewis Altenburg Porter.)

get them to form this independent, as you have testified, you didn't mention to any of [120] them that Mr. Livingston had talked to you about doing it?

A. I don't think I ever talked to anybody to that effect, no.

Q. You didn't mention that to any of the men at all? A. No.

Q. How many meetings of the Alliance did you attend?

A. Oh, I would say not over two or three altogether.

Q. Do you remember which ones those were? Were they early in the game, or late in it, or what?

A. One of them was fairly early, and then I don't remember the other.

Q. I understood you to say awhile ago, Mr. Porter, that you had tried to get the independent in for one or two reasons. One was because Mr. Hodges had made a certain statement to you that unless the independent came in the plant would be closed; the other was because Mr. Livingston had made this deal with you. Is that correct?

A. I would say that, yes.

Q. All right. Now, you attended the first meeting, I believe you testified, of the group down there at some electrical shop, wasn't it?

A. Yeah, I think so.

Q. That was their organizational meeting, the start of it? A. Yes.

(Testimony of Lewis Altenburg Porter.)

Q. And you took no active part in it, did you?

[121]

A. No.

Q. I believe you testified awhile ago you had no interest. Is that correct? In other words, despite the fact that you had been offered a proposition by Mr. Livingston of a lifetime employment at top pay, vacation with pay, better hours, and some money on top of it, you took no interest whatever in that meeting?

A. No, I wasn't even interested in the money or vacation, to tell the truth about it.

Q. You weren't interested in that?

A. No.

Q. Let us put it this way: Despite the fact that you had been told by Mr. Hodges that if an independent wasn't formed, the plant would be closed, you didn't take any interest in the organization meeting. Is that correct?

A. I wasn't interested in it.

Q. Then the answer to my question is "Yes"?

A. Yes.

Mr. Moore: One moment. May I have the last question read.

(The question was read.)

Q. (By Mr. Watkins) Going back to a time prior to the first meeting at the Jonathan Club with Mr. Livingston, I believe you said that you had some conversation concerning that with Mr. Victor Kangas. Is that correct? [122]

A. Yes.

(Testimony of Lewis Altenburg Porter.)

Q. When did that conversation take place?

A. Well, I don't just remember when it did take place now.

Q. Was it while you were at work?

A. Yes, it was in the shop, yes, sir.

Q. During working hours? A. Yes.

Q. And what did Mr. Kangas do? Come up and say something to you about it? How did it start? A. Possibly did, yes.

Q. All right. How did it start? What did he say to you?

A. Well, that's a long time off. I can't remember just how it started.

Q. You remember some of the exact words, Mr. Livingston said, or that Mr. Dachtler said, didn't you? Don't you remember what Mr. Kangas said to you? A. No, I don't, now.

Q. What did he say to you then, that indicated you were to go some place in the Jonathan Club?

A. He said Mr. Livingston wanted to see me down there.

Q. Did he say what about?

A. I believe Victor said something or other about a union.

Q. All right. Let us find out what he said.

A. I can't repeat what he said.

Q. You haven't any recollection of whether he was trying [123] to get the C. I. O. or A. F. of L. or the independent?

A. No, I don't think he said. I can't remember.

(Testimony of Lewis Altenburg Porter.)

Q. He said something about a union. That's what he wanted to see you about? A. Yes.

Q. Do you remember anything else said to you at that time? A. No, sir.

Q. Did he tell you they would make a deal if you helped out? A. No.

Q. Did he tell you how long you would be down there? A. No.

Q. Did you ask him whether or not you would be paid for going down there? A. No, sir.

Q. Did he say anything about working conditions in the plant? A. No.

Q. You are positive of the fact that there was no conversation except that he wanted you to go down and meet Mr. Livingston at the Jonathan Club? A. Yes.

Q. He told you the number of the room to get him at, did he? A. Yes.

Q. Did he write it down on a piece of paper?

A. No, I don't think he did. [124]

Q. Did you just remember it? A. Yes.

Q. And you went to that room that night. And that is all the knowledge you had prior to the time you stepped into the room with Mr. Livingston as to the purpose of the meeting? Is that correct? What you have just related? A. Yes.

Q. You related an incident where Mr. Kangas had picked you up in his car and had taken you to a print shop. Do you remember that?

A. Yeah, yes, sir.

(Testimony of Lewis Altenburg Porter.)

Q. You stopped some place on the way so he could telephone. Is that correct?

A. No. He telephoned at the print shop.

Q. Oh, he telephoned from the print shop?

A. Yes.

Q. Were you alongside of him when he telephoned? A. Yes, sir.

Q. What did he say?

A. Oh, I don't know what he said, any more than he just wrote down what somebody was giving him over the telephone.

Q. When he picked up the phone and rang somebody, did he say: I want to talk to some certain person?

A. I don't remember as he did.

Q. You don't remember anything about his end of the telephone [125] conversation?

A. No. All I know: he called somebody.

Q. Did he make any comment of any kind after his telephone conversation as to what he had talked about? A. No, he had it wrote down.

Q. Did he tell you what it was he wrote down there? A. It was for the cards, yes.

Q. Is that what he told you? A. Yes.

Q. What did he say? That is Vic Kangas, isn't it? A. How?

Q. That is Vic Kangas? A. Yes, sir.

Q. What did he say?

A. Just said that was for the cards to be printed. I don't know where he got it and didn't ask him.

Q. You don't know where he got it?

(Testimony of Lewis Altenburg Porter.)

A. Only on the telephone.

Q. Do you know where he got it or not?

A. I know he wrote it down. I heard him talking over the telephone and seen him write it down.

Q. You heard him talking on the telephone and you haven't any recollection of anything he said on the telephone?

A. Just what was on the cards, is all.

Q. But you do not have and recollection of anything he said [126] while he was on the telephone?

A. No.

Q. Did you see him writing something while he was talking on the phone? A. Yes, sir.

Q. Is that what he handed you, what you saw him writing there? A. Yes.

Q. What did he say to you when he handed it to you?

A. Well, I ain't going to be right positive he handed it to me. He could have handed it to the print man.

Q. Oh, I see. He might have handed it to the print man and not you at all?

A. I won't say what hands it went through.

Q. You saw him give it to the print man, or you gave it to him?

A. I don't remember how it got to him, but I seen him write it down.

Q. You are not sure what happened to it after it was written down? A. No.

Q. Who was it told you to go get the cards the following Tuesday?

(Testimony of Lewis Altenburg Porter.)

A. Hodges, I am positive.

Q. Is that the same Mr. Hodges you testified to awhile ago? A. Yes, sir. [127]

Q. What did he say to you?

A. To go get them.

Q. Get what? A. The cards.

Q. Did you know what he was talking about?

A. Did I know?

Q. Yes. A. Yes.

Q. How did you know what he was talking about?

A. Well, he told me the cards we had printed the day before.

Q. The cards who had printed the day before?

A. Vic and I.

Q. He knew Vic and you had gone over and had the cards printed?

A. So far as I know he did.

Q. That's what he said? To go and get the cards Vic and you had had printed the day before?

A. To the best of my memory.

Q. And he gave you some money, did he?

A. No, I wouldn't say who gave me that money.

Q. Do you remember whether you said to him: Who is going to pay for this?

A. No, I didn't ask him that.

Q. You didn't ask him that?

A. No, not as I remember. [128]

Q. I believe you left at 11:00 o'clock to go over and get these cards, on Tuesday morning. Right?

A. I don't know what time.

Q. I think that is what you testified.

(Testimony of Lewis Altenburg Porter.)

A. Sometime in the morning.

Q. Did you have time clocks down there at that time? A. Yes.

Q. Did you punch out? A. No.

Q. How did you become absent without punching out your time card?

A. It was my memory I didn't punch out or in.

Q. Do you remember how you got excused from that?

A. No. Could have punched out, you understand, and I could not have punched out. I don't remember.

Q. If you punched out you would lose time for it, wouldn't you?

A. I would if I punched out, but I don't remember.

Q. Do you ever remember anybody reimbursing you in any way for any time you lost, if you lost time? A. No, I don't.

Q. You didn't discuss your absence that morning with anybody there other than Hodges, who told you to go get them?

A. That is my memory, no.

Q. No discussion. Was there a personnel man there at the [129] time? A. No.

Q. Was Mr. Cameron there at that time?

A. I don't know whether he was or not.

Q. Did they have a personnel man there at that time? A. I don't know that.

Q. You didn't talk to a personnel man about your leaving, then? A. No.

(Testimony of Lewis Altenburg Porter.)

Q. At this meeting with the management where 15 to 18 men were present, which I believe you fixed on a Tuesday, that is the same day on which you picked up the cards, will you tell me what was the first thing that was said by anybody when you 15 or 18 men walked into that office?

A. No, I don't know just how it did start.

Q. You don't remember anything about the start of the conversation?

A. Don't know how it started now, no, sir.

Q. You had 15 or 18 men barging into the management; was anything said like: What are you fellows coming in here for? Or anything of that kind?

A. Might have been; I couldn't say.

Q. Do you have any recollection of any conversation at that meeting?

A. Oh, yes. [130]

Q. All right. What was said? Who said it, and what was said?

A. I know I asked them for a little more money and an independent union and vacations with pay, various things.

Q. Did anybody talk besides you, from your side?

A. I don't remember if they did.

Q. Would you say no one else did?

A. I wouldn't say positively, no, sir.

Q. What did the management say, anybody from the management?

A. Well, Mr. Dachtler spoke up and said he was perfectly in favor.

Q. Of what?

A. Of giving us an opportunity to put a union

(Testimony of Lewis Altenburg Porter.)

in there and they would possibly give us a little more money and maybe vacations with pay. All we asked for, they was going to consider it.

Q. They were going to consider it. They didn't say they would give it to you?

A. Later on, then, they agreed to it.

Q. Wait a minute. I mean at this meeting, did they say they would give it to you or consider it?

A. At that meeting they agreed to.

Q. At that meeting they agreed to give you these things?

A. That is the best of my memory, now, that they agreed to come to some understanding, I don't know just what. [131]

Q. What?

A. I don't know just how far we went into it, but——

Q. Well, you were talking about certain things. You were talking about vacations with pay. Did they say they would give you vacations with pay then?

A. I don't know whether they came right out and said they would, or whether it would be discussed, or whether they was in favor of it. As to that I can't remember.

Q. You wanted shorter working hours, didn't you, at that time? You mentioned that?

A. I don't know.

Q. Do you remember any discussion with the management of shorter working hours, or what they thought about that?

(Testimony of Lewis Altenburg Porter.)

A. We were only working eight hours.

Q. You had a long week, didn't you? Thirty-seven?

A. I think we was working Saturday mornings then.

Q. What about the increase in pay? Was there any discussion of how much increase in pay?

A. I don't remember.

Q. In other words, you can't say positively, Mr. Porter, what the management did say to you when you gentlemen went in there and you, as the ring-leader, said to them: We want an independent union; we want higher wages; we want vacations with pay; we want better working conditions. You don't remember what they said to you? [132]

Mr. Moore: I object to that as argumentative, and also not descriptive of what the witness said.

The Witness: How?

Trial Examiner Whittemore: I will sustain the objection.

The Witness: Pardon me.

Q. (By Mr. Watkins): You never held any office in the Alliance, did you? A. No, sir.

Q. You never were on any committee?

A. No, sir.

Mr. Watkins: I would like to take a few minutes recess, if I may.

Trial Examiner Whittemore: All right. We will take a five minute recess.

Mr. Watkins: Thank you.

(A short recess.)

(Testimony of Lewis Altenburg Porter.)

Trial Examiner Whittemore: Will the witness take the stand, please.

Q. (By Mr. Watkins): Mr. Porter, going back to the first conversation you had with Mr. Livingston at your machine: After that conversation did any of the other men in the plant come up to you and ask you what Mr. Livingston talked to you about?

A. I don't remember of any of them, no; might have been. I wouldn't say. Don't remember. [133]

Q. Wasn't it usual when one of the head men from back East came and talked to one of the men only, for the other men to come and find out what it was all about?

Mr. Moore: I object to the question.

Trial Examiner Whittemore: If he knows.

The Witness: I don't remember.

Q. (By Mr. Watkins): You don't have any recollection of anyone asking you what it was all about? A. I don't recollect, no.

Q. As to the men you contacted to go in and meet with the management at this first meeting that had 15 or 18 men there, whom did you contact?

A. The best I remember I gave them to Hodges; Hodges gave the cards out.

Mr. Watkins: No. May I have that answer stricken as non-responsive, and ask that the question be read. I think I am responsible for the confused answer.

Trial Examiner Whittemore: The answer may be stricken. Read the question.

(Testimony of Lewis Altenburg Porter.)

(The question was read.)

The Witness: I think the cards was handed to Mr. Hodges.

Mr. Watkins: Strike the question. I will re-frame it.

Q. (By Mr. Watkins): Mr. Porter, I will direct your attention to the meeting which a group of 15 or 18 men had with the management. [134]

A. Yes.

Q. Toward the end of July of 1937; prior to those 15 or 18 men going in there you testified you talked to some of the men to get them to go in there. To whom did you talk?

A. Well, I talked to George and Ed Fickle, Stubblefield, Bebb; I can't recall all of their names now.

Q. That is all you can recall at the present time?

A. Right now, yes.

Q. But you say you were responsible for getting all of the 15 or 18 men in there? Or did some of those to whom you talked bring others with them?

A. They possibly did. I didn't talk to all 15 or 18.

Q. What did you say to those men you talked to about it?

A. I told them we were going to try to get a union in there.

Q. What else?

A. To get a pay raise, and vacations.

(Testimony of Lewis Altenburg Porter.)

Q. Is that all?

A. Better working conditions.

Q. Did you tell them why you wanted to go in and talk to the management about it?

A. I don't know. I can't recall I did.

Q. Why did you want to go there and talk to the management about it?

A. Because I was told to.

Q. By whom? [135]

A. By Mr. Livingston.

Q. In other words, he told you to bring a group of men in there. Is that correct? A. Yes.

Q. Were you one of the leaders there in the plant? I mean among the men, not a lead off man, but were you one of the popular men in the plant there at that time?

A. Oh, I wouldn't say I was so popular, no.

Q. You have had some little conflict with some of the men, haven't you, since you have been working there? A. Not particularly, no.

Q. Don't you usually stay pretty much to yourself down at the plant, so far as your social contacts are concerned?

Mr. Moore: Objected to as not showing the time; also as being immaterial.

Trial Examiner Whittemore: I will permit the witness to answer.

Mr. Moore: I don't believe the witness understood.

Trial Examiner Whittemore: You may answer

(Testimony of Lewis Altenburg Porter.)

the question. I assume you mean at that time, don't you?

Mr. Watkins: Yes, that is correct.

The Witness: At that time?

Q. (By Mr. Watkins): Yes.

A. I done what, you say?

Q. Didn't you have some conflict? Didn't you keep pretty [136] much to yourself down at the plant around that time?

Trial Examiner Whittemore: What do you mean? Which? Both conflict, and keeping to himself?

Mr. Watkins: Strike the question.

Q. (By Mr. Watkins): Let us take the time around which you brought, or alleged you were responsible for bringing into the management some 15 or 18 men. At that time hadn't you kept very much to yourself there in the plant, socially?

A. Oh, I don't know. I may be a little distant at all times. I wouldn't say any more then than I am now.

Q. What did you do with these cards after you got them from the printers? Those application cards for the independent?

A. I gave them to Hodges.

Q. You gave them to Hodges?

A. The best I remember, I think I gave him the pack.

Q. Do you know what he did with them?

A. No, I don't know whose hands they went to from there.

(Testimony of Lewis Altenburg Porter.)

Q. Did he give any of them to you and ask you to pass them out?

A. I passed out a few, but I don't know where I got them, from him or the other boys. I know I got some.

Q. How many would you say you passed out?

A. Oh, half a dozen.

Q. Do you remember to whom you passed them out? [137]

A. No, I don't.

Q. I believe you testified to having a second meeting at the Jonathan Club. Is that correct?

A. Yes, sir.

Q. Will you tell me how you got the word to be at that meeting?

A. Vic Kangas, he told me to be down there that evening.

Q. What did he tell you?

A. I don't know just how he put it. I know we went down.

Q. Do you remember what Mr. Kangas said to you at all?

A. Word for word, no, sir.

Q. Will you state what the first conversation was that took place at that second meeting at the Jonathan Club. Who opened it?

A. I don't know that there was a great deal said there that night.

Q. Who was present at it?

A. Vic Kangas, Hodges, Livingston, and myself.

Q. Were you the last one at the meeting? Were they all there when you got there?

(Testimony of Lewis Altenburg Porter.)

A. I don't remember now whether I got up first or last.

Q. You don't remember what Kangas told you about this meeting before you went down?

A. No, I don't.

Q. What was discussed at that meeting? [138]

A. I can't remember that there was a whole lot of anything said.

Q. Just the name of the independent? I think that is what you testified to before. A. Yes.

Q. That was all that was discussed at that meeting? A. All I can remember now.

Q. Were you given anything that night by anybody in connection with the company? A. No.

Q. What about this piece of paper that Mr. Livingston gave you? You testified that prior to the lawyer's office, that is, Mr. Schooling, Mr. Livingston had given you some kind of a piece of paper. Is that correct? A. Yes.

Q. Where were you when that happened?

A. It was over at the plant.

Q. At your machine? A. Yes.

Q. And it was during working hours, was it?

A. That's my memory, yeah.

Q. What did Mr. Livingston say to you?

A. Well, wanted to know if I knew an attorney that would fix those papers up, and I did.

Q. Is that what he said to you? What did he call you? Mr. [139] Porter, or Lou, or what?

A. I don't know what he called me, no, sir.

(Testimony of Lewis Altenburg Porter.)

Q. In other words, he said to you: Lou, or Mr. Porter, do you know an attorney who can fix some papers up? Is that what it was?

A. Something of the kind.

Q. Did he say what kind of papers?

A. I don't know whether it was the working agreement or not he wanted fixed up.

Q. You don't remember what he said about it?

A. Yes. He wanted me to take those papers to some attorney and then have them fixed up.

Q. But he didn't tell you just what it was?

A. I don't think so. I don't remember.

Q. What did you say to him?

A. I told him I would, that I knew of an attorney.

Q. The first thing he said to you was: Do you know of an attorney? Was that it?

A. That's my best memory of it, yes.

Q. He didn't say what kind of an attorney, a criminal attorney, or anything else? A. No.

Q. Then he said to you: I have some papers here I want you to give to that attorney?

A. Something to that, yes. [140]

Q. Then you took the papers and said: Okeh? Right? A. Yes.

Q. Did you know what was in the paper?

A. I ain't sure. I don't think I even read it.

Q. What color was the paper?

A. I don't know that.

Q. How big was it?

(Testimony of Lewis Altenburg Porter.)

A. Just a sheet of paper.

Q. What kind of a sheet of paper? A regular letter-size piece of paper?

A. I don't remember that, now.

Q. Was it one sheet or more than one sheet?

A. I think just one sheet, yeah.

Q. What did you do with it? Put it in your pocket then? A. Yes.

Q. You had your working clothes on at this time? A. Yes, sir.

Q. You are sure it was just one sheet of paper though? A. Yes.

Q. How soon after that did you go over to see the lawyer? Was that the same day?

A. I went home and I had dinner and went right over to see him.

Q. What is the first thing you said to the lawyer? A. I told him what I had. [141]

Q. What did you tell him you had?

A. A sheet of paper.

Q. What about the sheet of paper?

A. A sheet of paper the company wanted him to fix up for them.

Q. Fix up in what way?

A. Type them off, I suppose, I don't know.

Q. You took it over to have the lawyer copy it? Was that the purpose of it?

A. Possibly, yes.

Q. That was all you told the lawyer about it?

A. Yes.

Q. He took the paper and examined it?

(Testimony of Lewis Altenburg Porter.)

A. Yes, sir.

Q. Looked it over, and it was just one sheet of paper? A. Yes.

Q. You didn't read it over his shoulder, at all?

A. No.

Q. Did he ask you any questions about any of the things contained on the piece of paper?

A. I don't think so.

Q. What did he say to you?

A. He told me he didn't think much of it.

Q. Did you know what type of paper you had there? Was it an agreement, or what was it? [142]

A. I didn't know whether it was the working agreement, or constitution, or what.

Q. You didn't know?

A. Paid no attention.

Q. And the lawyer said what?

A. He didn't think much of it, after he had read it.

Q. Did he tell you why?

A. No, he didn't.

Q. Then what did he say?

A. He said, "I'll tell you what to do, Lou," he says, "see the management; have somebody come over in the morning, and I will fix them up these papers right."

Q. Did he ask you how he was going to get paid for it? A. No, I don't think he did.

Q. He was going to do that as a personal favor to you? A. Oh, no.

(Testimony of Lewis Altenburg Porter.)

Q. What about paying him? Was that discussed at all?

Mr. Moore: I object to that as already answered.

The Witness: I don't remember.

Trial Examiner Whittemore: He may answer that question.

The Witness: I don't remember whether it was discussed with Schooling and I or not.

Q. (By Mr. Watkins) You don't have any recollection? A. No.

Q. You took the paper along with you when you left? [143] A. Yes.

Q. What did you do with it?

A. I had it to home.

Q. You have it at home now?

A. I say I had it home.

Q. Where is it now? A. I don't know.

Q. Do you know whether it is at home at the present time? A. No. No, it isn't now.

Q. How do you know?

A. Because I looked for it.

Q. What did you do with it?

A. I don't know.

Q. How long ago did you look for it?

A. Oh, several times here lately.

Q. How lately?

A. Oh, the last month or so.

Q. I see. You cannot find any trace of it?

A. No.

Q. Why were you looking for it?

A. Because I wanted it.

(Testimony of Lewis Altenburg Porter.)

Q. Why?

A. To read it.

Q. You didn't read it after the lawyer gave it back to you and you took it home? [144]

A. No, I didn't.

Q. What did you do? Just throw it in with some other papers? A. Yeah.

Q. You didn't give it back to Mr. Livingston or give it back to Mr. Kangas, or offer to do that?

A. No, I know I never.

Q. When this was given to you by Mr. Livingston, was it in an envelope or just a flat piece of paper?

A. Just a flat piece of paper, is my memory.

Q. Could other people around your bench there see him give it to? A. No, sir.

Q. Nobody else could have seen him give it to you? A. Not that I know of, no.

Q. Did you say anything to anybody else about his having given you this piece of paper?

A. No, I don't think so. I don't remember of it.

Q. Your machine at that time was right in the middle of the room, was it not? A. No.

Q. Where was it?

A. It was on one end of the room.

Q. Clearly visible though from the rest of the shop? A. Oh, they could see it. [145]

Q. I believe you said that Mr. Hodges had asked you to join the C. I. O. and gave you the money for your initiation fee. Correct?

(Testimony of Lewis Altenburg Porter.)

A. I think he is the man who done it, yes.

Q. You are not sure whether or not it was Mr. Hodges?

A. I ain't going to be right positive, no.

Q. What were you to get for doing that?

A. Nothing.

Q. You were going to do it for nothing?

A. Yes.

Q. Were you promised anything of any kind?

A. No.

Q. Why did you do it?

A. Oh, because I was asked to, I guess.

Q. I believe you testified after you had been up here at the Labor Board the first time that you told Mr. Long about it. Correct?

A. No, no. I told Bill Kerns.

Q. Didn't you tell Mr. Long about it?

A. No.

Q. You are sure of that?

A. Never did, no.

Q. Didn't you tell Mr. Long about it and tell him not to tell anybody else you had been up here?

A. No, sir. [146]

Q. Are you sure about that?

A. I talked to Bill Kerns, is the only man.

Q. Yes, but didn't you talk to Mr. Long and tell him that? A. I did not.

Q. You are positive of that? A. Yes, sir.

Q. Mr. Porter, you related an instance involving a fifty dollar bill. Do you recall that in your testimony? A. Yeah.

(Testimony of Lewis Altenburg Porter.)

Q. Of receiving it? A. What?

Q. About receiving a fifty dollar bill.

A. Yes, sir.

Q. That was in your home? A. Yes, sir.

Q. And Mrs. Porter was there and Mr. Vic Kangas and his wife were there?

A. Yes, sir.

Q. And I believe you testified that was sometime around September, is my recollection, or in the fall of 1937? Is that correct? A. Yes, sir.

Q. Had Mr. Kangas and his wife called at your home previously?

A. Yeah, they had been there.

Q. They were social callers from time to time? [147] A. Oh——

Q. And have been subsequently?

A. Yeah, they have been over before.

Q. And have been subsequently. That is, down to the present time. A. Yes.

Q. Do they still do it? A. Now?

Q. Yes.

A. No, we haven't visited for, I would say, a year or more.

Q. You are still on good terms with Mr. Kangas?

A. Oh, yes.

Q. On better terms than you were with Mr. Hileman? Is that correct?

Mr. Moore: Objected to.

Trial Examiner Whittemore: I will sustain the objection.

(Testimony of Lewis Altenburg Porter.)

Q. (By Mr. Watkins) Going back to this incident about the fifty dollar bill, did Mr. Kangas, when he came to your house that evening, tell you why he was stopping by?

A. I don't remember he did, no.

Q. Do you remember any of the conversation at all?

A. Oh, no, not particularly, only he gave me the fifty dollar bill and told me where it came from.

Q. Yes. When he first came to your house, when was it? Along about 8:00 o'clock in the evening? [148]

A. 7:00 or 8:00, around there.

Q. What did he say to you when he first came in?
A. I don't remember.

Q. What did he call you? Lou? What did he do? Reach in his pocket and hand you the envelope? Is that it?
A. He gave me it.

Q. What did he say to you about it?

A. He told me Mr. Hileman gave it to him to give to me.

Q. Didn't he say what it was for, or anything else?
A. I don't remember, no.

Q. What did you figure it was for?

A. I was to get some money.

Q. This was part of the deal you made with Mr. Livingston? That's what you figured, was it?

A. Possibly it could have been that I figured that way.

Q. Is that what you did figure when you got the fifty dollar bill?
A. Yeah.

(Testimony of Lewis Altenburg Porter.)

Q. What is the answer? Yes? A. Yeah.

Q. In other words, Mr. Victor Kangas came over to you that evening and gave you an envelope and you didn't know what was in it, and he said Mr. Hileman said to give it to you. Correct?

A. Yes. [149]

Q. And you opened it up and it had a fifty dollar bill in it? Correct? A. Yes.

Q. And you didn't ask any questions about it of Mr. Kangas? A. No, none that I remember.

Q. Did he ask you any questions about it?

A. I don't think so.

Q. Did your wife ask you any questions? How come you got fifty dollars from the company?

A. If she did I don't remember now.

Q. What did you do with it? Did you spend it?

A. Yeah.

Q. You saved it for a while, did you not?

A. Yes.

Q. How long did you have it in your possession?

A. I don't know; quite a while.

Q. How long?

A. I ain't going to say. I don't remember now.

Q. Would you say five days or five months?

A. Oh, yes; longer than that.

Q. Longer than five months? A. Yes.

Q. A year and a half? A. Possibly.

Q. Three years? [150]

A. I don't remember that far.

Q. You can't recall when you finally spent the fifty dollar bill?

(Testimony of Lewis Altenburg Porter.)

A. No, I gave it my wife. She took care of it.

Q. Do you remember when that was?

A. No.

Q. Did you make any explanation to her at the time you gave it to her?

A. She knew I got it.

Q. She knew where you got it, but she didn't know the purpose back of it, did she?

A. She might have.

Q. You don't remember telling her about it?

A. (No response.)

Q. Did you ever tell her that here was the money you were going to get?

A. Could have been.

Q. You have no recollection of that?

A. No.

Q. Did you ever ask where the rest of it was?

A. How?

Q. Did you ever ask anybody if you were going to get any more? A. No.

Q. Did you figure that was all you were going to get? [151]

A. That was all I got. I didn't ask for it or any more.

Q. You hadn't asked for the fifty dollars?

A. No.

Q. You didn't ask Mr. Hileman or anybody else where the rest of it was, or whether any more was coming? A. No.

Q. Did you ever thank Mr. Hileman for it?

A. Don't know as I did. I ain't going to say.

(Testimony of Lewis Altenburg Porter.)

Q. How long ago did you leave the employ of the company, Thompson Products, the respondent in this case? A. How?

Q. How long ago did you leave the employ of the company?

A. Oh, a couple of months ago.

Q. Had you had some little trouble, shortly before you left the company, with respect to your machine? A. Not particularly, no.

Q. Didn't you have some trouble with your machine, operating it, before you left? A. No.

Q. You had none at all? A. No, sir.

Q. Didn't you report some trouble with your machine to the Federal Bureau of Investigation?

A. I did not.

Q. Didn't the F. B. I. investigate your machine and some [152] trouble with it?

A. They might have, but I did not report to them.

Mr. Moore: I object to that and ask that the answer be stricken.

Mr. Watkins: It seems to me this is cross examination, Mr. Examiner, and it is quite pertinent in a case of this kind to test the credibility of the witness. Testimony which he has given in this case reflects greatly on the company in very many respects. If that is going to be objected to then I am going to subpoena the records of the F. B. I. and bring them in here.

Trial Examiner Whittemore: I don't know that you are going to subpoena any records. You may

(Testimony of Lewis Altenburg Porter.)

make application for them, of course. I don't think you mean you can bring in F. B. I. records simply by saying you are going to.

Mr. Watkins: I beg your pardon, your Honor. I understand you are the one to issue the subpoenas.

Trial Examiner Whittemore: Let us drop the matter there, then. I would like to know your purpose. I will admit you have more latitude on cross examination, but I don't see quite what credibility has to do with it.

Mr. Watkins: It is rather hard to state that without examining the witness with respect to it first.

Trial Examiner Whittemore: All right. Go ahead.

Mr. Watkins: I will be glad to let it come in subject [153] to a motion to strike, if counsel wishes.

Mr. Moore: I don't believe that is the proper way of impeaching the witness. In other words, you are not attempting to show here the man has been convicted of a crime, or has ever been charged with a crime.

Trial Examiner Whittemore: No. But on the other hand, it is conceivable this might show a certain interest in this particular case.

On the other hand, as I say, there is considerable latitude that has to be allowed on cross examination. I will permit the witness to answer.

Mr. Watkins: Thank you.

(Testimony of Lewis Altenburg Porter.)

Q. (By Mr. Watkins) Mr. Porter, first, did you report to the Federal Bureau of Investigation or any Government agency anything with respect to any foreign materials in your machine within the last six months?

A. I didn't report it to them, no, sir.

Q. Do you know whether or not any investigation was made with respect to the machine which you operated and one next to it with respect to any foreign materials in it? A. How was that?

Mr. Watkins: Read the question. If it isn't clear, I will reframe it.

(The question was read.)

Q. (By Mr. Watkins) Any emery, or anything of that kind. [154]

A. I don't remember any machine being investigated next to mine, no, sir.

Q. Was your machine investigated?

A. I heard it was.

Q. Were you investigated by the Federal Bureau of Investigation or any of its agents with respect to that matter?

Mr. Moore: Objected to, unless the word "investigated" is cleared up.

Q. (By Mr. Watkins) Were you questioned with respect to it? A. I was questioned, yeah.

Q. And that was by a Mr. Matthews? Is that correct? A. Yeah.

Q. Originally, when you were first questioned by Mr. Matthews, did you tell him that the company

(Testimony of Lewis Altenburg Porter.)

had put emery, or a foreign substance in your machine?

A. No, sir, I did not know who done it, and didn't tell them anything of the sort.

Q. Did you tell him someone else in the plant had done it to get even with you?

A. I don't remember just how it was stated now.

Q. That was the first information that you gave to Mr. Matthews, was it not?

A. Something to that effect.

Q. Didn't you finally tell Mr. Matthews that you yourself had put foreign materials into your machine, and the machine [155] next to it?

A. No, sir.

Q. Didn't you tell him you had put it into your machine? A. No, sir.

Q. You didn't make any such statement?

A. No, sir.

Mr. Watkins: That is all. I want to reserve further cross examination, because I would like to have an opportunity to ask this witness further questions after we study over the notes, because of many matters in here I was unaware of prior to this time. I do not expect to hold him here, but I would like to have him come back if we find some other matters.

Trial Examiner Whittemore: I think there was some formal understanding with counsel for the Board that he would try to get him back if he was given sufficient notice, so we could reach him.

(Testimony of Lewis Altenburg Porter.)

Mr. Watkins: Yes. I do want to ask the witness one or two other questions.

Trial Examiner Whittemore: All right.

Q. (By Mr. Watkins) Mr. Porter, did you do some investigating for the Thompson Products of the theft of some valves, kinner aircraft valves?

A. I done some, yeah; but I didn't make any headway, no.

Q. About when was this? [156]

A. Oh, that has been two or three years ago, I think.

Q. Substantially what did you do in connection with it? A. How?

Q. What did you do in connection with it? I might say to the Board that this does not reflect on Mr. Porter in any way, shape or form.

Trial Examiner Whittemore: What is the purpose of it?

Mr. Watkins: It was some special work the witness did and I want to ask him about it.

Trial Examiner Whittemore: What bearing will it have on the issues? If you are not attacking this witness, what bearing will it have?

Mr. Watkins: No. I say this particular instance doesn't have any reflection on this witness' character. I mentioned the theft of some valves, and I didn't want the Examiner to feel there was any reflection on the witness.

Trial Examiner Whittemore: Go ahead.

Q. (By Mr. Watkins) What work did you do in that connection?

(Testimony of Lewis Altenburg Porter.)

A. Well, sir, it amounted to so little I pretty near forgot what did happen. In other words, nothing happened.

Q. Did you make some trips in your car out to Alhambra and other places to check some service stations in connection with it?

Mr. Moore: I will object to this entire line of questioning on the ground it is immaterial. [157]

Mr. Watkins: It is very material, Mr. Examiner. I as sure I wouldn't be asking for it otherwise. This is cross examination.

Trial Examiner Whittemore: All right. The witness may answer.

The Witness: No, I don't think we visited any gas stations.

Q. (By Mr. Watkins) Did you receive any—were you through with your answer?

A. Yes.

Q. Did you receive any pay for any work in connection with that investigation of that kinner valve situation?

A. Oh, nothing more, I don't think, than just my wages went on, or something like that, to the best of my memory. I don't think I received any money other than just my salary. I could have, but I don't know that I did.

Q. You don't recall anything about it?

A. If it was, it didn't amount to anything, possibly more than gasoline; but I don't remember whether I received any money at all.

Q. You wouldn't say you did not?

(Testimony of Lewis Altenburg Porter.)

A. No, other than just my salary. [158]

Q. (By Mr. Watkins) Did Mr. Vic Kangas ever get you to join the C. I. O., or get some of the others to join the C. I. O., in the plant there?

A. No, I don't remember of Vic ever talking to me about it.

Q. You don't remember any conversation with Mr. Victor Kangas about joining the C. I. O.?

A. I don't, no.

Q. You don't remember any?

A. No, sir, I do not.

Mr. Watkins: That is all.

Trial Examiner Whittemore: All right. Mr. Baldwin, do you have any questions?

Mr. Baldwin: I would like to ask him one or two questions.

Trial Examiner Whittemore: All right.

Q. (By Mr. Baldwin) You stated at the time you went after [162] those cards you didn't know what the cards were, did you? Or did you?

A. Yes.

Q. Do you know what was on those cards?

A. How?

Q. Do you know what was on the cards?

A. Not until after I read them, no.

Q. What was on the cards?

A. Oh, I can't repeat it now.

Q. Have you any idea what the heading was on the cards? A. My memory was: PPWA.

Q. Well, when you got the cards they were all, probably, in a package, more than likely?

(Testimony of Lewis Altenburg Porter.)

A. I think so, yeah.

Q. You stated you gave the cards to Mr. Hodges on your return to the plant. Did you give him the cards without looking at them?

A. I don't remember whether I did or not.

Q. You stated you didn't know what Mr. Kangas had written on the paper and you also stated you didn't know who gave it to the printer, or evidently—what I am trying to find out is if you knew what was on the cards.

A. Possibly I did, after I read one.

Q. You said you read one. Did you read them before you handed them to Mr. Hodges? [163]

A. I said "possibly." I don't remember whether I did or not.

Q. You don't know who gave you the money for those cards?

A. No; never been able to figure that out.

Q. You never put the money out of your own pocket? A. I know I didn't.

Q. Had you determined the name of the organization prior to the time you had the cards printed?

A. I don't know whether we had or not.

Q. You stated probably—I believe it was two days later that a name was suggested, but the cards had already been distributed. Is that right?

Trial Examiner Whittemore: Well, you are cross examining him on your own original questions there. You are going over exactly the same ground that you went over before. I don't know what your purpose is.

(Testimony of Lewis Altenburg Porter.)

Mr. Baldwin: I may be in error. I am sorry.

Q. (By Mr. Baldwin) You say you read the cards. You know what was on the cards, the heading?

A. I think so, yes.

Q. But you don't know whether you read them after you gave them to Mr. Hodges or before you gave them to Mr. Hodges?

A. No, I don't know.

Q. You also stated you didn't pay for them out of your own pocket, that you got the money from someone, but you don't know [164] who it was?

A. Yeah.

Q. But you don't know whether the name of the organization had been determined before you had the cards printed or after?

A. I don't remember.

Q. You don't know when the name of the organization was proposed, do you?

A. Not exactly, no.

Q. Do you know if the cards that you had printed were for the same organization that is now in existence?

A. I don't know, no; don't know now.

Q. You don't know whether that was the same organization or not? In other words, there might have been some other organization?

A. Yeah.

Q. Do you know what the organization is now? I mean, as to the name.

A. Yeah, I think so. I haven't paid much attention to it.

(Testimony of Lewis Altenburg Porter.)

Q. You stated at the time the cards were printed that they had: PPWA on them. Is that right?

A. PPWA, I believe, yeah.

Q. Mr. Hodges told you to go get the cards. Do you know where the print office was?

A. No.

[165]

VICTOR ELMER KANGAS

a witness called by and in behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Moore) Will you state your full name, please.

A. Victor Elmer Kangas.

Q. Mr. Kangas, have you ever been employed by Thompson Products, Inc.?

A. Yes, sir.

Q. When were you so employed?

A. From 1922 until 1940.

Q. You have worked for them only at their plant at Bell, California; is that correct?

A. Since 1937 until 1940, yes.

Q. When you said you worked from 1922 until 1940, did you mean that prior to the time the plant was taken over out [167] here you worked for the concern that was taken over?

A. Yes, sir.

Q. In what capacity did you work for Thompson Products?

(Testimony of Victor Elmer Kangas.)

A. Well, at the time that I left there I was plant superintendent.

Q. What was your position on April 8, 1937, at the time the plant was taken over by Thompson Products?

A. Assistant works manager.

Q. Are you acquainted with Mr. Raymond Livingston?

A. Yes, sir.

Q. Who is he?

A. Personnel manager of all Thompson plants.

Q. Do you know whether he held that position during July of 1937, and thereafter?

A. Yes, sir, he did, to my knowledge.

Q. When did you first meet Mr. Livingston?

A. About in either April or May of 1937.

Q. Where did you meet him on that occasion?

A. I met him at the Jadson Motor Products plant, Bell, California.

Q. And did you meet him again after that?

A. Yes, sir.

Q. When was that?

A. The latter part of July, 1937.

Q. Where did that meeting take place? [168]

A. At the same place.

Q. When was that, as nearly as you can tell?

A. You mean what day of the month?

Q. Yes.

A. Well, it was, as well as I can remember, Friday, the latter part of July. I don't know what date it was, whether it was the 28th or 29th or the 30th.

(Testimony of Victor Elmer Kangas.)

Q. Who was present at the time you met Mr. Livingston on that occasion?

A. Mr. Dachtler.

Q. Mr. Livingston, you and Mr. Dachtler?

A. That is right.

Q. Was there a conversation held at that time?

A. There was.

Q. What was the conversation?

A. Mr. Livingston talked to me about labor conditions and also about working conditions, and from that it drifted into one thing or another, the equipment, and so forth.

Q. Is that all that was discussed at this meeting?

A. No. I and Mr. Livingston sat in the main office of the acting general manager's office at that time; and Mr. Livingston wanted to know about how many of the employees at that time belonged to the C. I. O.

Q. Did he ask you that?

A. Yes, sir. I told him as near as I knew, possibly around [169] 95 per cent, as near as I could gather. However, that most of them had just signed their applications, but I don't know whether they paid their dues or not.

Q. Was there some further discussion?

A. Yes. He suggested a meeting—

Q. Wait a moment now. You first said you and Mr. Livingston and Mr. Dachtler were present.

A. Yes.

(Testimony of Victor Elmer Kangas.)

Q. Did you later say that you and Mr. Livingston were in your office? A. That is correct.

Q. Was Mr. Dachtler there during this entire conversation?

A. Not this time, while Livingston and I were in the office alone.

Q. Did Mr. Dachtler leave?

A. Yes, he did.

Q. After he left which part of the conversation you have related occurred?

A. Mr. Dachtler came into the office a little later and sat down. I don't remember exactly what was said during the course of this conversation other than Mr. Livingston talked more or less about organizing a company union in the plant.

Mr. Watkins: Well, now, just a minute. I move the answer be stricken, Mr. Examiner, as a conclusion of the witness. We should have the conversations. [170]

Trial Examiner Whittemore: It may be stricken.

Q. (By Mr. Moore): Just state what Mr. Livingston said.

A. Mr. Livingston asked me how much unrest there was in the plant. I told him there was quite a bit. He wanted to know why. I told him probably due to the low rate of pay, and he asked me what we might do about it, and I said, well, we might possibly increase the rates of pay.

And then he asked about how the men would feel if they had a company organization or a labor

(Testimony of Victor Elmer Kangas.)

organization of their own. I said I didn't know. I never thought of it that way. And he thought maybe by doing something like that, maybe he could correct that unrest in the plant.

And the conversation drifted from that, more or less into talking about how we might organize this, or how we might start it——

Mr. Watkins: Just a minute. I object to that testimony and move that it be stricken, the portion of it stating: "The conversation drifted more or less to how we might organize this."

Trial Examiner Whittemore: That may be stricken.

Q. (By Mr. Moore): Yes. Just say what was said about the formation of a union there, as nearly as you can recall.

A. Well, as near as I can remember, he wanted to know if I could trust a few of the men, or one in particular, and more or less get this organization, as he called it, it was [171] new to me, something I had never worked on, therefore, I didn't know exactly what was going to transpire——

Mr. Watkins: Just a minute. I move that portion of the witness' answer: "It was new to me. I didn't know what was going to transpire," be stricken as a conclusion.

Trial Examiner Whittemore: I will permit that to remain. Certainly he is qualified to make a conclusion as to how he felt, whether it is important or not. I will deny your motion to strike. Try

(Testimony of Victor Elmer Kangas.)

to give the conversation without putting in other matters.

The Witness: So Mr. Dachtler told me what he wanted to do and these were the lines he talked about. He said if he organized an organization, a labor organization of their own, and could hold these men in this organization and get them to join, we can probably give them a lot of things that possibly some outside organization couldn't give them; and he suggested that maybe we could get the department heads or either the leadmen, as they call them now, and hold a meeting at Uncle Gabriel's in Downey; and he said he would let me know later on during the day, if they would do that.

And that evening I was notified there would be such a meeting at Uncle Gabriel's in Downey.

Q. Well, now, were arrangements made at this meeting you have been describing for a future meeting?

A. During this conversation in the office, that was the [172] meeting during the day; but later on that afternoon, I was notified there would be a meeting.

Q. By whom were you notified?

A. By Mr. Livingston.

Q. Where was that?

A. At the plant itself.

Q. I mean, where in the plant were you at that time he contacted you?

A. In the office. I was called in the office. That is right.

(Testimony of Victor Elmer Kangas.)

Q. Was anyone there besides him and you?

A. Mr. Dachtler.

Q. What did Mr. Livingston say with reference to this dinner?

A. He told me to be at Uncle Gabriel's place at Downey, I don't remember, 7:00 o'clock or 8:00 o'clock that evening.

Q. Did you attend a dinner at Uncle Gabriel's in Downey? A. That's right.

Q. Who was present at that dinner?

A. Well, at that time all the department heads, all the sub-foremen or leadmen, which consisted of Roy Long, Bill Kerns, Leroy Shadrack, Eugene Drake, L. V. Corbley, Mr. Drake, myself.

Mr. Watkins: May I go over the list again? Long, Kerns, [173] Shadrack, and who else?

(Record read.)

Q. (By Mr. Moore): Who was Mr. Lyman Hodges?

A. He at that time was acting as more or less personnel manager, and also in charge of shipping, as shipping clerk.

Q. What took place at this dinner?

A. Well, we had our dinner, and after the dinner, there wasn't much discussed in the way of organizing a labor organization, other than feeling the boys out to see how the reaction was, rather. Mr. Livingston gave a talk. First of all, Mr. Dachtler suggested to me to talk, and I told him I thought it was up to Mr. Livingston to do the talk-

(Testimony of Victor Elmer Kangas.)

ing, because I didn't know what we were going to do. I didn't know what the plans were. I suggested Mr. Livingston do the talking, which he did.

Q. And what, in substance, did he say?

A. The speech was very short. In fact, he just talked to the boys and asked them what they thought of an inside organization, what they thought of it. Then all of them agreed that they thought it would be all right. However, he wanted everybody to treat it confidential, due to the fact that he did not want it out in the plant.

Q. Was anything else said that you can recall?

A. No, there wasn't, not at the dinner.

Mr. Watkins: May we fix the date of this meeting? [174]

Mr. Moore: I believe we said it was on the same day he first discussed working conditions in the plant with Mr. Livingston.

Trial Examiner Whittemore: He fixed it as the last Friday, July 28th or 29th. The exact day he couldn't recall.

Mr. Watkins: Thank you.

Q. (By Mr. Moore): Have you exhausted your recollection now as to what was said at that dinner?

A. Well, the only thing that was said at the dinner in regard to this organization was more or less to feel out the department heads to get their reaction of it, to see how they felt towards an inside labor organization, and they felt it was a very good idea.

Q. They said that at this dinner?

(Testimony of Victor Elmer Kangas.)

A. That's right.

Q. You testified, I believe, that only supervisors or people in a supervisory capacity attended that dinner, did you not?

A. That is correct.

Q. Have you now exhausted your recollection as to what was said then?

A. At that meeting? Well, I don't know exactly; probably a lot of things were said——

Q. You don't remember anything else?

A. I mean in regard to this organization, that's all that [175] was discussed there.

Q. In other words, to refresh your recollection, I will ask you if anything was said at that meeting about the C. I. O.?

A. Yes, there was, but there wasn't very much said about it. As I remember, Mr. Livingston said that if any labor organization, outside labor organization gets in, C. I. O. or A. F. of L. either, the plant would be closed and the equipment moved back East, because of the fact that Mr. Crawford would not tolerate any outside labor organization in his organization.

Q. Whom do you have reference to when you refer to Mr. Crawford?

A. He was president of Thompson Products.

Q. Do you know his full name?

A. Fred Crawford.

Q. Now, after that dinner, did you have further conversation with Mr. Livingston?

A. I talked to him a little bit outside, but I don't remember exactly what was said, other than

(Testimony of Victor Elmer Kangas.)

he asked me if I had anybody in mind that I could depend on and could trust as a leadman, and get him to talk to the other men in the plant, to build this up; it must be confidential, caution him of it, to start an inside labor organization, get as many men as possible to go into the office and ask for, oh, various things, probably seniority rights, vacations with pay, and so on. [176]

A. At that time I told him I couldn't think of any one right at the present time. I might. He said, "Well, you sleep on it and see what you can do tomorrow."

Q. This conversation you are referring to now, was that after the dinner?

A. That was after the dinner, outside.

Q. It occurred at Downey, outside of Uncle Gabriel's place?

A. That's right.

Q. Was anyone present other than you and Mr. Livingston?

A. No, sir. There wasn't. Mr. Livingston and I were the only ones present.

Q. What action did you take thereafter?

A. Well, after thinking over all my trusty employees in there, I thought of Lou Porter, being as he had done some police work, and I suggested him.

Q. Did you have a conversation with Mr. Livingston at which you suggested Mr. Porter?

A. I did later, yes, that day, Saturday, as I remember; Saturday morning.

Q. The next day after the dinner at Downey?

(Testimony of Victor Elmer Kangas.)

A. That's right. I know it was right within a day or two, probably the next day, Saturday morning, as well as I can remember.

Q. About what time of day?

A. Oh, possibly around 11:00 o'clock, as well as I can remember. [177]

Q. Who was present at the time you talked to him on this occasion?

A. Mr. Livingston and I alone.

Q. What was said there?

Mr. Watkins: Where did it take place?

Q. (By Mr. Moore): Yes, where did it take place? A. At the plant office.

Q. At the plant office?

A. Yeah, in Bell.

Q. What was said there?

A. He asked me if I had anybody in mind and I says, "Yes, I have got a man out in the plant by the name of Lou Porter, and I think he will fill the bill."

Q. Was that all that was said then?

A. Well, no. He questioned me on that, and I told him I would stand back of it, and I would rather trust him, rather than a lot of others, due to the fact he had done police work, and he was an older man, and I was quite sure he would treat it confidential.

Q. Is that all that was said on that occasion?

A. Yes, sir, right at that time.

Q. Did you point out to Mr. Livingston who Lou Porter was?

(Testimony of Victor Elmer Kangas.)

A. That I don't remember. I don't remember whether I took Mr. Livingston out in the plant and introduced him to him or not. That I don't know.

[178]

Q. Did you have any conversation with Mr. Porter with reference to this thing at about this time?

A. After this I did, yes.

Q. When was this?

A. As well as I can remember it was that same day.

Q. At about what time?

A. Well, that I wouldn't remember. It was during the course of the day, during working hours, but when it was, whether it was immediately after lunch, or whether it was before lunch, I can't remember.

Q. But it was after you had talked with Mr. Livingston in the office?

A. Yes, sir.

Q. Who was present at the time you talked to Mr. Porter?

A. Nobody. Just Mr. Porter and myself.

Q. Where did that talk take place?

A. In the plant, at his machine.

Q. At a machine?

A. That is right.

Q. What was said there?

A. Well, I outlined it to him a little bit. But I told him that probably Mr. Livingston would give him the picture better than I can, and that Mr. Livingston would contact him, I didn't know when, either that day or maybe the following day, or whenever it was. I don't remember now. [179]

(Testimony of Victor Elmer Kangas.)

Q. Did he say anything? A. Porter?

Q. Yes.

A. Yes. He told me he would be willing to do that.

Q. Is that all the conversation you had with him? A. With Porter?

Q. Yes.

A. At that time it was, yes.

Q. As nearly as you can recall, I believe you have testified the day on which you contacted Mr. Porter was Saturday?

A. That is the way I remember it.

Q. Did anything else in connection with the subject we are discussing occur on Saturday afternoon?

A. Between myself and Mr. Porter?

Q. Well, between yourself and Mr. Porter, or between yourself and Mr. Livingston.

A. Not between myself and Mr. Porter. There was some discussion with Mr. Livingston as to how he could contact Mr. Porter, and wondering if Mr. Porter would go to the Jonathan Club to see him.

Q. When was it you talked to Mr. Livingston?

A. That was that day.

Q. Was it in the afternoon?

A. That Saturday; it must have been in the afternoon.

Q. After you had talked to Porter? [180]

A. Porter, that is right.

Q. Where was it you saw him?

A. Mr. Livingston?

(Testimony of Victor Elmer Kangas.)

Q. Yes.

A. At the plant, in the office.

Q. In the office? A. That's right.

Q. Was anyone else there besides you and he?

A. No, sir.

Q. What was said?

A. Mr. Livingston asked me if I thought Mr. Porter would come up to the Jonathan Club, and I thought that he would, and I said I am quite sure he will. And as I remember, Mr. Livingston told me to give him the room number, to go up there at the Jonathan Club, and I think Mr. Livingston said he would say a few words to him that evening. Whether he did or not I don't know.

Q. Is that all the conversation you recall?

A. That's all I remember of it.

Q. Now, did you have anything further—did you take any further action on Saturday?

A. No, sir, not at that time.

Q. What was the next thing you did?

A. Well, on Monday morning, Mr. Livingston called me in the office, at either 10:30 or 11:00—

[181]

Q. Were you and he alone? A. Yes.

Q. It was in the plant office?

A. That's right.

Q. What conversation did you have there?

A. Well, the conversation that we had, I told Mr. Livingston that I had heard that the C. I. O. was going to have a meeting Tuesday evening on the corner of Otis Avenue and Florence Avenue, at

(Testimony of Victor Elmer Kangas.)

the Veterans of Foreign Wars Home, and at that time they were going to submit a contract or agreement to the Jadson Motor Products and all of the members of the C. I. O. were to be present at that meeting, Tuesday evening.

Q. You told Mr. Livingston that?

A. I did. Mr. Livingston said: "We have got to get the ball rolling on this, because we have got to crack that meeting before Tuesday evening." Therefore, he outlined a plan to work on. There wasn't a great deal that I could do at that time.

Q. Just a minute.

Mr. Watkins: Just a minute. I would like to have that stricken.

Trial Examiner Whittemore: That last sentence may be stricken.

Q. (By Mr. Moore): Just say, as nearly as you can, what he [182] said and what you said.

A. So then he told me to be sure and work on Lou Porter and get him to contact these men out in the plant, as many of them as possible, to go in the office and ask for seniority rights, and probably higher rates of pay, or vacations with pay. He said he didn't care what they came in for, as long as they came in and asked for something.

So I told Lou, and I believe he did contact some men out in the plant.

Q. By "Lou" you mean Lou Porter?

A. Lou Porter, and Mr. Livingston told me to be somewhere——

Q. Wait. You have just said you contacted Por-

(Testimony of Victor Elmer Kangas.)

ter and told him; but we are still in this conversation now at which Mr. Livingston told you to contact Porter. Let's clear that up before we go on to what happened after.

A. After I contacted Porter and outlined the work for him to do——

Q. No. Try to give the complete conversation between yourself and Mr. Livingston before you contacted Porter.

A. Well, the conversation, as I remember, was: Mr. Livingston said that if we would get 51 per cent of the employees to organize an organization of their own, and probably get this organization started before Tuesday evening, we could probably keep them from going to this meeting, and he said that it was very imperative that we do this. [183]

Q. Will you indicate what meeting?

A. This meeting with the C. I. O.

Q. Yes.

A. So, of course, he told me to be sure and see that Mr. Porter gets started on those men out in the shop, and I did. I talked to Mr. Porter.

Q. You talked with Mr. Porter after that?

A. Well, I had talked to him after I had this conversation with Mr. Livingston in regard to the C. I. O. meeting on Tuesday, and this being Monday and these men were to go in the office Tuesday afternoon, around 2:00 o'clock.

Q. Did you have a conversation with Mr. Porter after that? A. Yes.

Q. And where did that take place?

(Testimony of Victor Elmer Kangas.)

A. That was in the plant.

Mr. Watkins: Was that the same day?

Q. (By Mr. Moore): Was that on the same day——

A. That was on a Monday.

Q. On a Monday?

A. That is right. It was Monday afternoon, rather late, though; it might have been around 3:00 o'clock.

Q. Who was present at the time you talked with Mr. Porter?

A. Nobody. That was to be treated confidentially and nobody was present but Mr. Porter and myself. [184]

Mr. Watkins: I move that portion be stricken: That was to be treated confidentially, as a conclusion of the witness.

Trial Examiner Whittemore: That may be stricken.

Q. (By Mr. Moore) What did you say to Mr. Porter?

A. I just asked Mr. Porter to contact as many men as he could, to get them to go into the office to ask for these seniority rights, better working conditions, probably vacations with pay. "I don't care what you ask them," I said, "just get them in there and ask them to ask for something, because they want to organize this inside union."

Q. Did he say anything then?

A. He said he would do his best.

Q. After that what happened, on Monday?

A. Mr. Livingston later on, before he went

(Testimony of Victor Elmer Kangas.)

home—I don't remember whether he called me in the office or came to my office——

Q. You had a meeting with him?

A. Yes.

Q. Either in your office or his?

A. Yes, in the plant. I don't remember whether it was in his office or mine. I was running back and forth pretty fast, so I can't remember all these things.

Q. This was on Monday? A. Yes. [185]

Q. Who was present?

A. I and Mr. Livingston.

Q. What happened on that occasion? What conversation took place?

A. He told me to be somewhere, and call a number. He gave me the number on a slip of paper, at 7:00 o'clock. Well, I called that number, and that number happened to be the Jonathan Club, and he asked me if I had a pencil and paper and I told him I did. He said he wanted to dictate a letter to me, or a name of a union that—or a name that he wanted to name that union. So, I wrote it down, but as well as I can remember, I can't remember too much about it, actually what it said on that. I know there was several sentences, but what it was I can't remember, word for word.

Q. At this conversation you had with him, was the thing he said there: "Call me up at this phone number"?

A. He told me he would give me more information as to the union, and he also suggested a name

(Testimony of Victor Elmer Kangas.)

they would give this organization, and he asked me to get someone to print those cards.

Mr. Watkins: Wait a minute. Reference is made to those cards, and there is no foundation laid for it.

The Witness: Well, it was the name to go on the cards, the union cards.

Q. (By Mr. Moore) Yes. At this conversation, now, before [186] you telephone him, the conversation at which you said he gave you a telephone number, was something said about cards at that meeting?

A. No. He told me, he said: "I will give you further instructions over the telephone when you call me."

Q. Had he, before that, told you he wanted you to get cards printed?

A. Not as I remember, about getting cards printed.

Q. Did you contact him later?

A. Monday evening at 7:00 o'clock.

Q. You called him on the telephone?

A. I did.

Q. Did you call the number he had given you?

A. I did.

Q. Will you state what conversation you had with him over the telephone?

A. Well, as well as I can remember, he told me he had a letter, or had something there he wanted to dictate to me over the telephone, and he asked

(Testimony of Victor Elmer Kangas.)

me if I had a pencil and paper. I said I did. So, exactly what the words were and what he dictated over the telephone I can't remember. He told me that he wanted to have me jot this down, this name he was putting down there, he wanted that to be the name of the organization, and he said he wanted me to get cards printed that very evening, go to some printing company and [187] get the cards printed.

I told him I was next door to a print office then.

So, after I had taken this information down, I went to the print office and gave them the slip of paper and I asked them if they could print them that evening. They said it was impossible. I asked them in regard to the morning, early, and they said not until 11:00 o'clock.

Q. Just a moment. At the time you made this telephone call to Mr. Livingston, about what time was it?

A. 7:00 o'clock in the evening, Monday evening.

Q. Did you make that call from a print shop?

A. It was next door to a print shop.

Q. What type of establishment were you in when you made the call?

A. Oh, I don't remember exactly what it was, whether it was a popcorn stand, or whether it was a machine shop, I don't know. I know I went next door to telephone there. It was next to the Lyric Theater.

Q. Was anyone with you at the time?

A. Lou Porter.

(Testimony of Victor Elmer Kangas.)

Q. Anyone else?

A. Well, my wife and his wife were outside in the car.

Q. Did Mr. Porter go to the telephone with you?

A. He did.

Q. Was there any particular purpose in you and he being [188] together at that time with your wives?

A. I don't remember whether there was or not. That I can't remember, why we were together.

Q. After calling Mr. Livingston and taking down the matter he dictated to you, what did you do then?

A. I took the sheet of paper to the printing company and asked them if they could print that for me that evening.

Q. Where was that print shop?

A. Next to the Lyric Theater in Huntington Park.

Q. Do you know the approximate address of it?

A. It was on Pacific Boulevard, but I don't know the number.

Q. Just below Florence?

A. On the corner of Florence and Pacific, south of the Lyric Theater.

Q. Did Mr. Porter go with you to the print shop? A. He did.

Q. Did he go in with you? A. He did.

Q. I think you have testified that you couldn't get them that evening? A. That's right.

Q. But you ordered them to be done the next day? A. Yes.

(Testimony of Victor Elmer Kangas.)

Q. Were they then picked up the next day?

A. Yes. I myself told Mr. Porter to go pick those up. [189]

Q. You heard him testify Mr. Hodges told him to do that?

A. He was wrong. I told himself.

Q. What time of day was that?

A. I would say probably a little before 11:00 o'clock, because I told him, "You can probably get the cards and be back by noon." I said, "Don't check out when you go."

Q. Where were you when you had this conversation? A. At the plant, at his machine.

Q. Was anyone else with you?

A. Nobody present but us.

Q. And you told him to go pick up the cards and not to check out? A. That's right.

Q. Did he leave the plant? A. He did.

Q. Did he return shortly thereafter?

A. Yes, he was back, as I remember it, around noon. I don't know whether he came in before 12:00, but I know he was there during the noon hour.

Q. Do you know what he did with the cards when he came back?

A. No, I don't know what he did with them. I think he did give them to somebody in the office, but I don't remember I ever told him who to give them to.

Q. After he had returned with the cards, did a meeting occur that afternoon? [190]

(Testimony of Victor Elmer Kangas.)

A. That afternoon, about 2:00 o'clock, the thundering herd went past my desk and almost knocked me down, and there were 22 men present.

Mr. Watkins: Just a moment. I move to strike that as a voluntary conclusion of the witness, about the thundering herd went past my desk and almost knocked me down.

Trial Examiner Whittemore: All right. We will strike the thundering herd.

Q. (By Mr. Moore) Where was the meeting held?

A. In the general manager's office.

Q. Who was present at that meeting?

A. I will have to go into detail about that. I was not in the office when this group of men entered. However, it was planned by Mr. Livingston and I sometime during that day—

Mr. Watkins: Just a minute. I move the answer, "It was planned by Mr. Livingston and I sometime during this day," be stricken on the ground it is a conclusion.

Mr. Moore: I will agree to that.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore) Who was present at this meeting in the afternoon?

Trial Examiner Whittemore: Well, were you present?

The Witness: That's what I am trying to bring out. I got to get there somewhere. [191]

Trial Examiner Whittemore: All right. How did you get into the meeting?

(Testimony of Victor Elmer Kangas.)

The Witness: Mr. Livingston suggested to me that he would talk to the boys and then suggest to them, ask them if they would like to have me at the meeting.

Q. (By Mr. Moore) Wait now. This is not the meeting I was inquiring about. You had a further meeting then, with Mr. Livingston on Tuesday which you have not testified about so far?

A. Before these men went into the office?

Q. Yes.

A. The only meeting I remember having with him, he asked me if everything was satisfactory and I said, so far as I knew it was.

Q. Where was that meeting held?

A. I wouldn't know whether it was in the machine shop or in the office. That is something I don't remember.

Q. It was in the plant somewhere?

A. Oh, yes; all this transpired in the plant.

Q. And at about what time?

A. Oh, I would say possibly around, maybe 1:00 o'clock or 1:30.

Q. Were you and he alone when you had this conversation? A. Yes.

Q. What did he say with respect to this meeting that he [192] expected to occur?

A. Well, he just wanted to know if the stage was set, and I says, "So far as I know, it is." I says, "I don't know too much about it, other than what Mr. Porter has told me, and he says he has contacted quite a few men."

(Testimony of Victor Elmer Kangas.)

I asked for a few names, and he told me, but there were very few of them mentioned.

Mr. Watkins: May I have the last part of that answer?

The Witness: Very few names mentioned.

Q. (By Mr. Moore) That testimony you have just given, where you testified as to what you told Mr. Livingston—— A. What was that?

Q. In that testimony that was just given, where you were testifying to what you told Mr. Livingston—— A. That's right.

Q. ——what did Mr. Livingston say?

A. Oh, he said that was fine.

Q. Did he discuss the meeting that later occurred at all?

A. Did he discuss this meeting that occurred later?

Q. Yes.

A. After the meeting.

Q. Yes. Were any plans made for that meeting?

A. Prior to this meeting, you mean?

Q. Yes. Did he expect some men to come in? Did he say he did? [193]

A. Naturally he was the one that set the stage for it.

Mr. Watkins: I move the answer be stricken, as to: "Naturally, he set the stage for it."

Trial Examiner Whittemore: That may be stricken. Just answer the question.

The Witness: Mr. Livingston asked me if the men would be in the office at 2:00 o'clock. I said,

(Testimony of Victor Elmer Kangas.)

“So far as I know they will be. I contacted my man in the plant, and he said everything is all right, so far as he knows, and that the men will be in there around 2:00 o’clock.”

And at 2:00 o’clock almost——

Q. Wait. Did he ask you to be present?

A. No, he did not ask me to be present then. He said, however, “We will let the boys come in here first,” and he said, “I will talk to the boys and let the boys talk to me, and,” he said, “then I will suggest or ask the boys if they would like to have me in the office.”

Q. Meaning you?

A. He would ask the boys if it was all right to call me in the office, and the boys agreed it would be all right. Then they rang my telephone and called me in the office. I went in the office——

Q. Wait now. You were testifying about the plan that he was making for this meeting.

A. Yes. [194]

Q. In other words, what he told you he expected to occur there; just go up to the point where he stopped talking about that, and stop. You are speaking of a conversation now, that occurred before this meeting where the employees were.

A. That’s right.

Q. What did Mr. Livingston say at that meeting?

A. Between I and him? That’s all he said. He just asked me if everything was set for the boys to come in the office, and I said it was.

(Testimony of Victor Elmer Kangas.)

Q. And then he said he would talk to them and ask them if it was all right to call you?

A. That's right.

Q. Were you called into the meeting later that afternoon? A. I was.

Q. At the time you came into the meeting, who was there?

A. As well as I remember, there was Mr. Creek, Ed Fickle and George Fickle, Mr. Porter, Stubblefield, Les Bebb, and I believe Mr. McIntire.

Q. The ones you have named up to now were production employees? A. They were.

Q. Who else? Was someone there representing management?

A. Yes, Mr. Dachtler, Mr. Livingston, and then myself.

Q. Very well. What occurred at that meeting after you got into it? [195]

A. Well, Mr. Livingston told me what had transpired in there before I had entered, and I agreed with him—

Q. What did he say? What did he say had happened?

A. He told me the boys had come in there and asked for more money, seniority rights, vacations with pay, better working conditions, and I told him that was fine; and he asked me if there was anything I wanted to say to the boys, and I told him no, I didn't think there was anything I could think of.

Q. Anything further? A. No.

(Testimony of Victor Elmer Kangas.)

Q. Was there any discussion of a raise, the merits of a demand for a raise?

A. As I remember they agreed to do something in regard to those conditions, but there wasn't any rates specified, there wasn't vacations promised to them. They said they would take it into consideration and give them some answer in the near future.

Q. Was it agreed at that time that a raise should go into effect?

A. No, not as I remember. There was nothing mentioned about raising the rates.

Q. Have you stated now all that you remember of the conversation that took place there?

A. Well, that's as far as I remember, yes. [196]

Q. I will ask you if there was any talk there about the formation of a union, the recognition of a union?

A. Well, it's kind of hazy. I can't exactly remember what did transpire right during that meeting. As well as I remember, I believe that the boys were pretty well satisfied and left the office. I don't remember of anything else that transpired right then.

Q. You don't recall, then, whether there was any discussion at that time of recognizing the union, if one should be formed?

A. With those men I don't remember what the conversation was in there.

Q. All right. After that meeting, by the way, at about what time did that meeting terminate?

(Testimony of Victor Elmer Kangas.)

A. Oh, I think that possibly terminated about 2:30. I think it was only a half hour.

Q. Was that about the time a shift was to end?

A. No, the shift changed at 3:30.

Q. Did you notice any activity in the plant after that meeting by Porter or Bebb or Stubblefield?

A. Well, as near as I can remember, these cards, union cards that been picked up by Porter, got into the hands of the men some way, and were being distributed at the gates, as they were leaving the plant, and they were trying to get their signatures on them. [197]

Now, the men that were involved in that, the ones I saw was Lester Bebb, George Spurlock, Mr. Stubblefield; that's all I can remember.

Q. Did Ed Fickle hand any of those out in your presence?

A. No, not in my presence he didn't.

Q. Now, that was on Tuesday afternoon, was it not? A. That's right.

Q. On that day did you have a further meeting with Mr. Livingston?

A. After that group left, why Mr. Livingston said he was very well satisfied.

Q. Did you remain in the office with Mr. Livingston? A. After the boys left I did, yes.

Q. Was Mr. Dachtler still there?

A. Mr. Dachtler was still there.

Q. Was anyone else there besides the three of you?

A. I don't remember anybody else being there.

(Testimony of Victor Elmer Kangas.)

Q. What was the conversation after the men had left?

A. Mr. Livingston said he was very well pleased with the way Lou Porter had gone ahead with it and got the men into his office, and thought probably things would roll along pretty fast, and he said that he believed from what he talked to the boys in there, there wouldn't be many boys who would go to the C. I. O. meeting that night.

Q. Anything else? [198]

A. I don't remember anything else in particular.

Q. Did you say anything then?

A. Well, I generally do, but what I said I can't remember.

Q. I will ask you specifically if the C. I. O. was mentioned in that conversation?

A. Yes, it was.

Q. Was it mentioned in any other connection?

A. At this meeting with Mr. Dachtler, myself, and Livingston, the C. I. O. was mentioned; not during the meeting with the men, as I remember.

Q. You have testified now that Mr. Livingston said something about a meeting that night. Was anything else said about the C. I. O.?

A. Well, as well as I can remember, Mr. Livingston said that if we cracked the C. I. O. and prevented the C. I. O. from getting into the plant, that I didn't have to worry much about a job the rest of my life. So, being a prune picker, I thought

(Testimony of Victor Elmer Kangas.)

that was pretty good, didn't have to worry about a job. So I thought that was swell.

Q. Did you say that?

A. Well, I don't know. Maybe I didn't say those exact words, but being a prune picker, I still thought it was pretty good.

Q. After that Tuesday, did you have a further meeting with Mr. Livingston? [199]

A. Not that evening.

Q. Did you have one at any subsequent time?

A. As I remember we had, the next morning.

Q. Where was that?

A. That was at the office in the plant.

Q. You say that was on Wednesday morning?

A. Yes.

Q. After—— A. After the meeting.

Q. ——after the conference that 15 to 18 employees attended?

A. That was Wednesday, after the meeting in the office on Tuesday.

Q. Where did this further meeting take place?

A. On Wednesday?

Q. Yes.

A. It was in the company office.

Q. Were just the two of you present?

A. I just remember the two of us, yes.

Q. What was the conversation on that occasion?

A. Well, as well as I remember, Mr. Livingston asked me if I had heard anything from the boys,

(Testimony of Victor Elmer Kangas.)

and I told him I hadn't. I didn't know what the reaction was at that time.

Q. Did you have a further meeting with Mr. Livingston after that?

A. Yes, we did. Mr. Livingston gave me further instructions [200] as to what to do with these men, or Mr. Porter, told me to contact Mr. Porter with instructions he gave me. I carried them out through Mr. Porter.

Q. You say you had another meeting after this meeting on Wednesday?

A. That was Wednesday.

Q. Are you still speaking of the same meeting on Wednesday?

A. I don't know whether it is the same meeting or not. It was sometime Wednesday, though.

Q. Only you and Mr. Livingston were present?

A. That's right.

Q. In the office of the plant?

A. That's right.

Q. What further conversation took place?

A. Mr. Livingston wanted me to carry some instructions out to Mr. Porter in regard to keeping the boys hopped up over this union, and see if we could get over 51 per cent of the employees signed up with the inside union. And Mr. Porter naturally took his orders from me, and what he did I don't know——

Mr. Watkins: May I interrupt the witness, please. If the Examiner please, in these lengthy conversations it is impossible to object to them un-

(Testimony of Victor Elmer Kangas.)

less the witness is interrupted. We have had conclusions repeatedly, and we have in this answer here. This is an illustration: Mr. Porter [201] naturally, did something.

Trial Examiner Whittemore: That may be stricken.

Q. (By Mr. Moore) Continue and relate that conversation.

A. Well, Mr. Porter was working for me, so I carried out those instructions.

Q. Now, wait.

Mr. Watkins: Just a moment. I move that be stricken as a conclusion of the witness. He is supposed to be relating a conversation.

Mr. Moore: Yes.

The Witness: The conversation between Mr. Livingston and myself?

Q. (By Mr. Moore): Yes. Just relate that, as nearly as you can.

A. I just stated Mr. Livingston gave me instructions.

Q. Say what he told you.

A. Yes. He gave me instructions to keep the ball rolling, to get the employees into this organization, as many as we possibly could. He wanted over 51 per cent in the organization.

Mr. Watkins: I move to strike that, Mr. Examiner. That part of the answer he gave: "He wanted more than 51 per cent in the organization," and "to keep the ball rolling," as a conclusion of the witness.

The Witness: That's what he told me.

(Testimony of Victor Elmer Kangas.)

Tried Examiner Whittemore: I will permit it to remain. [202]

Q. (By Mr. Moore) Is that what he said?

A. That's what he told me. I am just merely repeating what Mr. Livingston told me.

Q. Very well. And did you contact Mr. Porter thereafter? A. I did.

Q. Where?

A. Out at the plant.

Q. When? The same day?

A. That same day. And I told him——

Q. Were the two of you alone?

A. Yes, the two of us were alone. I told him Mr. Livingston thought he had done a very fine job, and that he asked me to tell him to continue the good work, and get as many men in that organization as he can, at least 51 per cent, as soon as possible, and Mr. Porter said he would continue to do so, which he did. Later on, I don't remember whether it was that day or not, Mr. Livingston asked me if there was any attorney that I knew of that might handle the affair for him.

Q. Where did this conversation take place?

A. This was in the plant.

Mr. Watkins: Just a minute. Can we fix some of these conversations before we barge off into them?

Mr. Moore: It is very difficult.

Mr. Watkins: The witness is so eager to get this out. I would like to have him take time enough to get some dates [203] in.

(Testimony of Victor Elmer Kangas.)

Q. (By Mr. Moore) Did this further meeting with Mr. Livingston occur the same day, Wednesday?

A. I wouldn't say whether it was Wednesday or the next day, Thursday.

Q. Where was this? A. At the plant.

Q. In the office? A. Yes.

Q. Was anybody else there besides you and he?

A. Mr. Livingston? No, there wasn't.

Q. What was said on that occasion?

A. He wanted to know if I knew of any attorney, or possibly Mr. Porter knew of some attorney that might handle the agreement, or contract, for the men; and I said, "I don't know myself, but possibly Mr. Porter does," and I contacted Mr. Porter and asked him, and he suggested Mr. Schooling as attorney for the union.

Q. When did you contact Mr. Porter?

A. The same day. I don't know whether it was 9:00 o'clock or three minutes after 9:00, or 4:00 in the afternoon, but it was that same day.

Q. Where was this? A. At the plant.

Q. At his machine? [204] A. Yes.

Q. Only he and you were present?

A. Only I and Mr. Porter were present.

Q. What did you tell Mr. Porter?

A. I asked Mr. Porter if he knew any attorney that might handle the legal end of it, and he said he did. He knew of Mr. Schooling, that had handled such cases, as that, and he thought maybe he would

(Testimony of Victor Elmer Kangas.)

handle it. He said he was a friend of his, and I said, "That's fine."

Q. After that, did you have a further meeting with Mr. Livingston?

A. Yes, I had a lot of meetings. In fact, too many of them.

Q. Let me ask you this: Did you have a meeting with him in a room at the Jonathan Club?

A. Yes, we went to the Jonathan Club.

Q. When did you do that?

A. Golly I don't know when. It was during that week, but I don't know whether it was Thursday or Friday, or when it was.

Q. Was it after this delegation of employees had come in to see Mr. Livingston?

A. Yes. Mr. Porter, Mr. Hodges, myself, and Mr. Livingston.

Q. The four of you were present in Mr. Livingston's room?

A. Yes, we went to his room, and then we went into the dining room and had dinner. [205]

Q. You went to his room first?

A. Yes.

Q. Were the four of you in his room?

A. That's right.

Q. How long did you stay there?

A. Oh, a very few minutes, possibly five minutes.

Q. Was anything said while you were up there?

A. Why, I don't remember of anything in particular that happened in his room, no.

(Testimony of Victor Elmer Kangas.)

Q. Do you remember any conversation?

A. No, I don't, now.

Q. Then, did you later go somewhere from there?

A. To the dining room, yes.

Q. Where was that?

A. In the Jonathan Club.

Q. In the same building? A. That's right.

Q. Did you have dinner there? A. We did.

Q. Did the four of you have dinner together?

A. Yes, Mr. Livingston, however, didn't eat. He had an engagement with his aunt and the three of us had dinner and he waited to eat with the aunt.

Q. Did Mr. Livingston sit there with you or was he absent? A. Yes, he did. [206]

Q. He was there during the time the three of you were eating? A. Yes.

Q. What conversation took place on that occasion, at that dinner?

A. Mr. Livingston discussed the previous meetings in the office, and also what had transpired in the past few days, so far as organizing the union, and that we had done a very, very nice job of it.

Q. Did he say he thought you had done a very nice job?

A. He did. He said he thought we had done an excellent job.

Q. Repeat as nearly as you can the conversation.

A. It is pretty hard, because I might in some way—as well as I can remember, he said, “Well, boys, I am more than pleased,” or satisfied, “with the work

(Testimony of Victor Elmer Kangas.)

you have done," and he said, "I will say you have done a bang-up job," and he said, "I think we have got this thing licked, and I think our organization will go ahead now."

Q. Do you remember any other conversation?

A. No, I don't. I don't remember exactly what was discussed at that meeting.

Q. Did you take part in the conversation at all?

A. No, sir, not this time. I done all the listening.

Q. Have you exhausted your recollection as to what was said there? A. Well—— [207]

Q. I will ask you specifically if the C. I. O. was discussed at that time?

A. At that particular time I don't think it was, because I don't exactly remember the C. I. O. being mentioned.

Q. At that time were lifetime jobs for you and Mr. Porter discussed?

A. No, I wouldn't say that at that particular meeting they were.

Mr. Moore: I am going into a new subject now. Do you mind if we take a few minutes recess?

Tried Examiner Whittemore: How much longer will you be with this witness now?

Mr. Moore: Oh, I would judge thirty minutes.

Trial Examiner Whittemore: Do you want to stay here and cross examine him this evening?

Mr. Watkins: Well, I wouldn't want to finish up tonight, Mr. Examiner, no.

(Testimony of Victor Elmer Kangas.)

Trial Examiner Whittemore: If you are not going to finish, I don't see any reason for continuing.

Mr. Watkins: It doesn't make any difference to me.

Trial Examiner Whittemore: I am perfectly willing to.

Mr. Watkins: I would just as soon run to half past 5:00, if counsel and the Examiner and the reporter do not mind; we can get in as much time as we can.

Trial Examiner Whittemore: That is all right. We will [208] take a two or three minute recess now.

(A short recess.)

Trial Examiner Whittemore: All right, Mr. Moore.

Q. (By Mr. Moore) Mr. Kangas, prior to the time you met Mr. Livingston in July of 1937, had you noticed any organizers of the C. I. O. or any union connected with the C. I. O. in the vicinity of the Thompson Products plant?

A. No, I hadn't noticed anybody there.

Q. Did you know whether or not men were joining the C. I. O.?

A. Yes, I did know they were.

Q. How did you know that?

A. Well, from the conversations that took place in the shop, of the different employees that had told me of others that had joined the C. I. O.

Q. What employees told you who had joined the C. I. O.?

(Testimony of Victor Elmer Kangas.)

A. Mr. Bebb asked me if——

Q. Mr. Lester Bebb?

A. Lester Bebb, he asked me, rather, told me he had joined the C. I. O., due to the fact that he was trying to protect his job, and that was the reason why he joined the C. I. O.

Q. When was that?

A. Oh, that was possibly sometime in July, the early part of July.

Q. Prior to the time you met Mr. Livingston in the plant, in July? [209] A. Yes.

Q. Did you have any conversation with Mr. Porter with reference to membership in the C. I. O.?

A. Yes. I asked Mr. Porter to join the C. I. O.

Q. When was that, now?

A. That was, oh, it could have been in June, and it could have been the first of July. I don't remember the date exactly, but I know it was sometime—it was around in June or July.

Q. Of 1937? A. Of 1937.

Q. Where did you have the conversation with Mr. Porter?

A. Why, this particular conversation I had with Mr. Porter was on the way to work from my house.

Q. Just you and he were present?

A. Yes.

Q. Were you riding in an automobile?

A. Yes. I was riding with Mr. Porter.

Q. In his automobile?

A. His automobile.

(Testimony of Victor Elmer Kangas.)

Q. What conversation did you have with him on that occasion?

A. I asked him if he would join the C. I. O. if the company would pay his dues, and he wanted to know why I wanted him to do that.

Q. Did he ask you why? [210]

A. Yes.

Q. Very well, go ahead.

A. So I told him I wanted to know about how many men belonged to the C. I. O. at that time.

Q. Do you know whether or not Mr. Porter joined the C. I. O.?

A. He did.

Q. Do you know about when he joined?

A. Well, he either joined in the next few days, or within a week.

Q. Do you know how his initiation fee was paid?

A. I do not.

Q. After he had joined the C. I. O. did you have any conversations with him relative to activities of the C. I. O.?

A. Yes, sir.

Q. When was the first of such conversations?

A. Well, I don't remember the date. It was right after the first meeting that Mr. Porter attended, the C. I. O. meeting.

Q. Was that shortly after he had joined?

A. It might have been three or four days; it might have been a week; but it was very shortly after that.

Q. Where were you at the time this conversation took place?

A. In the plant.

(Testimony of Victor Ehner Kangas.)

Q. At his machine, or where?

A. Yes, sir.

Q. Was anyone present besides you and he? [211]

A. No, sir.

Q. What was said with reference to the C. I. O.?

A. I asked him how many employees were present at the C. I. O. meeting, and as well as I can remember, I think he said 18 people.

Q. Did you thereafter have any further conversation with him on that subject?

A. Yes, I did.

Q. When was the next one, if you recall?

A. Oh, I don't believe it was until about a month or so afterwards, but I don't remember exactly.

Q. Was it before or after your meeting with Mr. Livingston in July of 1937?

A. Mr. Porter attended a C. I. O. meeting, I think, just a very little bit—I don't remember whether it was a week or two weeks before Mr. Livingston came out. I think Mr. Porter only reported twice to me of the different ones that had attended C. I. O. meetings.

Q. Was this second conversation, now, a week or two weeks before you met Mr. Livingston for the first time in July?

A. Yes. It might have been a week before. It was in the very—I don't know whether it was very close to that or not.

Q. Where did that conversation take place?

A. As well as I can remember it was in the plant.

(Testimony of Victor Elmer Kangas.)

Q. Who was present at that time? [212]

A. Just I and Porter.

Q. What was the conversation then?

A. Well, about the same thing. I asked him how many employees were in the meeting, and he told me, but there weren't very many. I don't know; maybe 15 or so.

Q. You previously made a statement, I think, in reference to a conversation between you and Mr. Livingston, that a large percentage of the employees in the shop had joined the C. I. O.?

A. Yes.

Q. How did you know that?

A. I merely got that from the various employees in the plant that told me had joined the C. I. O. to protect their jobs.

Q. You didn't deduce that from your conversations with Mr. Porter?

A. No, I couldn't very well, because the meetings he attended, there weren't very many employees present at either one of the two meetings.

Q. And you knew for a fact that more people were members than he said had attended?

A. That's right.

Q. After the Pacific Motor Parts Workers Alliance was formed—first, let me ask you if you know what that organization is? [213]

A. The Pacific Motor Parts Workers Alliance?

Q. Yes. A. Do I know what it is?

Q. Yes. A. Yes, sir, I certainly do.

(Testimony of Victor Elmer Kangas.)

Q. Was it formed as a result of the activities that you testified to heretofore?

A. Yes.

Mr. Watkins: Just a minute. I object to that as calling for a conclusion of the witness, and move to strike the answer. The facts speak for themselves in the record, Mr. Examiner, not a conclusion of this witness.

Trial Examiner Whittemore: I will permit the witness' answer to stand.

Q. (By Mr. Moore) Did the Thompson Products or any representative of the company have meetings with a committee of the Alliance?

A. The general manager of the plant, once a month after this organization was originated, the PMPWA, why, they had meetings once a month with the management.

Q. Did you attend any of those meetings?

A. Yes, I did.

Q. Did you do that often?

A. Well, we were supposed to meet once a month. Sometimes it might have gone over a month. [214]

Q. Did you attend all the meetings, or practically all?

A. Oh, I attended all of them while I was employed by Thompson Products.

Q. What was discussed at those meeting generally? A. Well——

Mr. Watkins: Just a minute. I object to that as not being the best evidence, being hearsay; the

(Testimony of Victor Elmer Kangas.)

minutes are available of those meetings. They are official minutes kept of them.

Mr. Moore: Can you produce the official minutes of those meetings?

Mr. Watkins: I assume we can. We have copies of them, yes. Sure. We can produce them.

Mr. Moore: Very well.

Trial Examiner Whittemore: It seems to me there is some justification for the objection made by counsel for the respondent, unless there is something specific you have in mind which you believe is not in the minutes.

Mr. Moore: I have asked him to say generally what was discussed. It is a foundation question. I am not going into the details of bargaining at all.

Trial Examiner Whittemore: Then, I do not see any reason for asking the question. If the minutes you want are available, you can put them into evidence.

Mr. Watkins: The minutes are now produced, Mr. Examiner. [215]

Mr. Moore: The point is: Quite often there is a discussion at a meeting which doesn't ever get into the minutes.

Trial Examiner Whittemore: That is all right. The minutes are here. Let the witness see them. If there is anything else—unless you have something specific in mind, if you have, direct the witness' attention to it. You asked him a broad question, what was discussed at the meetings once a month over a period

(Testimony of Victor Elmer Kangas.)

of five years. It seems to me we are wasting time to get an answer to that question.

Mr. Moore: I will withdraw the question.

Q. (By Mr. Moore): At the meeting between the employees of Thompson Products, Inc., and the executive council of the Alliance, was there ever any discussion of the C. I. O.?

A. Yes, there was, sometimes in every meeting, once in a while.

Q. When was the first occasion that you recall when the subject was discussed?

Mr. Watkins: Just a minute. I object to that line of examination. I feel it is not the best evidence of what took place at this meeting. The official minutes can be had of the meetings. They were written up in detail and signed by both the Alliance and the company, an official representative of each. Those minutes are available, and I will furnish them to the Board.

Mr. Moore: I don't proposed to be downed——

[216]

Trial Examiner Whittemore: If you know all that, you apparently are anticipating this witness is going to testify to something which does not appear in the record. That is something for you to meet.

Mr. Watkins: Mr. Examiner, I am not anticipating anything. I am just trying to follow the usual procedure when we are talking about something that took place at a meeting, at which official minutes were kept. If the witness wants to examine those minutes and state dates, and say something else was

(Testimony of Victor Elmer Kangas.)

discussed besides, things that do not show up in the minutes, that would be a different thing.

The Witness: I will be glad to look at them.

Trial Examiner Whittemore: I will overrule your objection.

The Witness: I might be able to answer the question very near that time. I might not hit it on the date.

Discussions at the meetings were——

Q. (By Mr. Moore): The question was, Mr. Kangas, about when was the first meeting that you attended at which the C. I. O. was discussed.

Mr. Watkins: May we have our objection——

A. Possibly three months.

Mr. Watkins: Just a minute. May we have our standing objection to this line of questioning on the ground it is incompetent, irrelevant, and immaterial, hearsay and not [217] the best evidence?

Trial Examiner Whittemore: You may have a standing exception. I will overrule the objection and you may have a standing exception.

Q. (By Mr. Moore): Can you say about when the first meeting was?

A. Possibly about three months, as well as I remember, it was around the third meeting that was held between the committee of the PMPWA and the management.

Q. At about the third meeting? A. Yes.

Q. And who was present at that meeting?

A. Mr. Hileman and Mr. Creek.

Q. You are speaking of Mr. Paul D. Hileman?

(Testimony of Victor Elmer Kangas.)

A. Yes, and myself.

Q. And who else?

A. And Mr. Fickle. I am not sure whether Mr. —I can't think of his name now—Mr. George McIntire, I don't remember for sure whether he was present.

Q. Where did those meetings take place?

A. In Mr. Hileman's office.

Q. About what time?

A. Oh, about 2:30 in the afternoon. [218]

Q. (By Mr. Moore): Mr. Kangas, I had asked you, at the time we closed the hearing, whether or not you attended meetings between the bargaining committee of Pacific Motor Parts Workers Alliance and management?

A. Yes, sir.

Q. You attended as a representative of management?

A. Yes, sir.

Q. I also asked you if at any of those meetings the C. I. O. was discussed?

A. Yes, sir.

Q. I have been furnished by counsel for the respondent, copies of the minutes of meetings between management and the bargaining committee of the Alliance. I will ask you if you remember the approximate date of the first meeting at which there was any discussion of the C. I. O.?

Mr. Watkins: May I interrupt, and go off the record for [223] just a second?

Trial Examiner Whittemore: Surely. Off the record.

(Discussion off the record.)

(Testimony of Victor Elmer Kangas.)

Trial Examiner Whittemore: On the record.

Mr. Watkins: I just wanted to state to the Examiner that the minutes that are being referred to I intended to introduce as part of Respondent's case. If they could now be marked for identification, then that might make it easier for counsel for the Board to examine the witness with respect to it.

Trial Examiner Whittemore: I think that is a good idea. Would you have them marked? They be marked as Respondent's Exhibits 1-A, 1-B, 1-C, and so forth. Is that agreeable?

Mr. Watkins: Yes. That is satisfactory.

(Thereupon, the documents referred to were marked as Respondent's Exhibits Nos. 1-A to 1-GGG, both inclusive, for identification.)

Trial Examiner Whittemore: Read that former question.

(The question was read.)

Mr. Moore: I will withdraw that question for the time being.

Q. (By Mr. Moore) At these meetings you attended, between the bargaining committee of the Alliance and of management, were minutes kept?

A. Yes, sir.

Q. Who kept the minutes? [224]

A. The secretary of the P.M.P.W.A., and also the personnel manager, or acting personnel manager, of Thompson Products

Q. Did they keep the minutes separately, or

(Testimony of Victor Elmer Kangas.)

did they sit together and just keep one set of minutes? A. Separately.

Q. Do you know how the minutes were transcribed? Were they later typed up?

A. Yes, they were.

Q. By whom was that done?

A. That was done by somebody in the organization. It might have been a number of different people.

Q. Which organization are you referring to?

A. Thompson Products.

Q. Do you know whether or not the Alliance typed up any minutes? A. Yes, they did.

Q. What was done then? Was there a comparison of the two? A. Yes, sir.

Q. How was that done?

A. Well, there were some things that were stricken out of the minutes that were taken by the Alliance and were approved by Thompson Products, or Jadson, before they were allowed to be posted on the Board.

Mr. Watkins: I object to the line of examination unless two things are done. They are: That a better foundation be [225] laid for the knowledge of this witness for the arrangement of these minutes; second, that as to things being stricken, he must identify with more certainty the minutes he is talking about.

Trial Examiner Whittemore: He has asked in general; I suppose he will get down to the specific eventually. However, I think the witness is well

(Testimony of Victor Elmer Kangas.)

qualified. He was a member of management at these meetings. Certainly, it seems to me, he is qualified to state what his knowledge is or what was done by other members of management.

Mr. Watkins: Your Honor, my point is: A board of directors might attend a directors' meeting and know nothing about the writing up of the minutes. He hasn't so far stated what he knew about writing up minutes, how it was done; how he happened to have knowledge of that.

Mr. Moore: I do not plan to attack the contents. I was simply attempting to show how they finally got signed.

Mr. Watkins: I see.

Q. (By Mr. Moore) Did you say these minutes were posted on the bulletin board after the meetings? A. Yes, sir.

Q. You observed them there?

Trial Examiner Whittemore: As I get the picture now, there were two sets of minutes?

The Witness: That is correct. [226]

Trial Examiner Whittemore: Which minutes are you referring to that were posted?

The Witness: After management checked the minutes taken down by the P.M.P.W.A., or P.P.W.A., at that time, the minutes that were corrected, were changed and approved by the Jadson, or Thompson Products, now, and were posted on the bulletin board.

Q. (By Mr. Moore) I will ask you if you were

(Testimony of Victor Elmer Kangas.)

ever present at any time when a comparison of two sets were made?

A. No, sir, but I saw a copy of minutes, of minutes taken by P.P.W.A. before it was transcribed and after it was revised, and there was no comparison between the two of them after.

Mr. Watkins: Just a minute, Mr. Examiner, I move the last answer be stricken, that there was no comparison between the two of them, because there is no way on God's earth we could combat testimony of that character; it is purely a conclusion of the witness.

Mr. Moore: I will agree that may go out.

Trial Examiner Whittemore: Unless you can identify the document.

Mr. Moore: I do not propose to ask him to identify it particularly.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore) What was the approximate date of the meeting between the management and the Alliance's bargaining [227] committee when you first heard the C. I. O. discussion?

A. Well, I would say possibly it might have been two or three months, but it wasn't immediately after it was organized.

Q. You mean two or three months after what time? After it was recognized?

A. After the first meeting.

Q. Do you know the date of the first meeting?

(Testimony of Victor Elmer Kangas.)

A. No, I don't. I don't remember the first meeting.

Q. Do you know the month in which it was held?

A. I think it was in September.

Q. Can you refresh your memory by referring to Respondent's Exhibits for identification 1-A to 1-GGG?

A. I think I can.

Q. My question now, Mr. Kangas, is directed toward finding out the date you started your calculation of two or three months, rather than the date at which this meeting was held.

A. Well, I would say that the organization had probably been organized for either two or three months, when this——

Mr. Watkins: May I have the answer read, and ask that the witness speak up louder?

Trial Examiner Whittemore: Will you speak up. All right.

The Witness: As well as I can remember, it was either two or three months—— [228]

Mr. Moore: After——

The Witness: ——after.

Mr. Watkins: That is all. Thank you.

Q. (By Mr. Moore) After what time?

A. After the first meeting. That, I wouldn't be certain of.

Q. Can you say in what months the first meeting was held, after having refreshed your memory by examining the minutes before?

(Testimony of Victor Elmer Kangas.)

A. The first monthly meeting was held in September, as well as I can remember, September of 1937.

Q. Is that the meeting to which you referred at which the C. I. O. was discussed, that, then, having occurred in November or December?

A. That's right.

Q. I show you Respondent's Exhibits 1-I and 1-J, which are dated, respectively, November 3, 1937, and November 22, 1937, and ask you if by examining those exhibits you can refresh your recollection and state at which meeting you heard the C. I. O. discussed?

May the record show at this time that Respondent's Exhibit 1-H, for identification, is dated October 20, 1937, and Respondent's 1-K, for identification, is dated February 28, 1938.

A. As near as I can remember, I believe it was 11/2/37. [229]

Q. You believe the meeting at which you heard the C. I. O. discussed——

A. That's right.

Q. ——was held on November 22, 1937. Have you read over Respondent's Exhibit 1-J, which purports to be the minutes of that meeting?

A. Yes, sir.

Q. According to your recollection, do these minutes express all that occurred at that meeting?

A. No, sir.

Q. Who was present at that meeting?

A. Mr. Hileman, Mr. Hodges, and myself, E. T.

(Testimony of Victor Elmer Kangas.)

Fickle, George Fickle, Pfankuch, and Mr. Bebb, as well as I remember.

Q. Do you remember about what time of day that meeting was held?

A. It was in the afternoon, approximately 2:00 or 2:30.

Q. Where was it held?

A. In Mr. Hileman's office, in the plant.

Q. What was said at that meeting with reference to the C. I. O.?

Mr. Watkins: Can you find out by whom, also?

Q. (By Mr. Moore) Yes. What was said, and by whom was it said?

A. Mr. Hileman talked to the committee members, asking [230] them first, how conditions were, whether or not everybody was more or less satisfied with their rates of pay, with the present management, and wanted to know what the boys thought of the union in the shop.

Q. Did he ask them those questions?

A. He did.

Q. All right.

A. And he also mentioned that he thought probably that an organization of the employees themselves would probably work out matters better with the management than they could if they had an outside organization, either the C. I. O. or A. F. of L. representing them.

Q. Is that all that was said at that meeting with reference to that subject?

A. He did ask how they felt about that, asked

(Testimony of Victor Elmer Kangas.)

the different members of the committee, and that he thought that they probably would be more satisfied with those conditions.

Q. By that do you mean the members of the committee?

A. The committee; that is right.

Q. Do you recall any other meeting between the members of the bargaining committee of the Alliance and the management at which the C. I. O. was discussed?

A. Yes. I don't know the dates. It could have happened at any time, but I couldn't—I can only remember the few words that were mentioned about the C. I. O.; but I don't remember [231] when it was.

Q. Well, was it after this date?

A. It was quite a bit after that. I would say it might have been six or seven months after that, maybe a year after, but I can't remember.

Q. Can you refresh your recollection by looking at the——

A. No, sir. I wouldn't be able to do that, due to the fact that that was brought up several times, and I don't remember at which one of those meetings. It was several months after this it was brought up again, and several times repeatedly after that, but by reading over the minutes I wouldn't know.

Q. Do you recall who was present at the next meeting?

(Testimony of Victor Elmer Kangas.)

A. It would have to be the same people, because of the fact that they was in office for that period of time, and there were several different committees there, and as far as my memory is concerned, I would not swear that any one of those were in, but I would say it was the same committee members.

Q. Where was this later meeting held?

A. In Mr. Hileman's office, at the plant.

Q. You think it was six months to a year after the meeting of November 22, 1937?

A. I would say it was somewhere in that neighborhood. I might be off on that time, but it was some time, quite awhile after that.

Q. At this next meeting, will you name the people who were [232] present?

A. To the best of my memory I will try to. Mr. Creek, George Fickle, Ed Fickle, Mr. Pfankuch, Lester Bebb, myself, and Mr. Hileman and Mr. Hodges.

Q. Where did that take place?

A. At the Jadson Motor Products' main office.

Q. What was said on that occasion about the C. I. O.?

A. Mr. Hileman told the boys that if Thompson Products, or if the C. I. O. or A. F. of L., or any outside labor organization was to come into the plant, that every man would be assured that the plant would be closed; that their equipment would be moved to Cleveland, due to the fact that their

(Testimony of Victor Elmer Kangas.)

plant is so large that in ten minutes they could do the same amount of work in their Cleveland plant as our West Coast plant could in 24 hours.

Mr. Watkins: Just a minute, Mr. Examiner; unless the witness can fix with some more certainty the matter of time when this took place, I want to ask that the answer be stricken, because there is no way we can check a statement of that kind.

Trial Examiner Whittemore: Well, can you——

The Witness: I can't definitely say when that happened, as to the day and the month, no. This was a conversation that happened in the office.

Trial Examiner Whittemore: The motion is denied. [233]

Q. (By Mr. Moore) Was anything else with reference to the C. I. O. said at this second meeting about which you testified?

A. Only repeatedly, the same conversation——

Mr. Watkins: Just a minute.

Q. (By Mr. Moore) No. I mean at this same meeting you have testified about.

A. No, sir.

Q. How did——

Mr. Watkins: Just a minute, please. I would like to move the witness' answer, something about "repeatedly——" be stricken as non-responsive, and also a conclusion.

Trial Examiner Whittemore: It may be stricken.

Q. (By Mr. Moore) How did that subject come up?

(Testimony of Victor Elmer Kangas.)

A. Well, it generally started out by their asking the boys——

Q. No. I am speaking of this specific meeting, this second time about which you have testified. How did it come up on that occasion?

A. ——asking the committee members whether or not the employees were satisfied with the company management.

Q. Who asked that?

A. Mr. Hileman. How working conditions were, how they were satisfied with their pay rates; whether or not they were satisfied.

Q. How did he get into the part about the C. I. O.?

A. And asking the committee members what the employees [234] thought of their organization, and after that was discussed Mr. Hileman always stressed the point of the C. I. O. coming in, and of the A. F. of L.——

Mr. Watkins: Just a minute. I move the answer be stricken as to that portion “Mr. Hileman always stressed the point of the C. I. O.,” and so forth, as a conclusion of the witness, and not being in any way definite or certain.

Trial Examiner Whittemore: Well, that part of his answer may be stricken.

Mr. Moore: Pardon me?

Trial Examiner Whittemore: It may be stricken. You are asking him with respect to one meeting, now.

(Testimony of Victor Elmer Kangas.)

Mr. Moore: Yes. I am asking what occurred at the second meeting.

The Witness: He did mention that at this meeting.

Q. (By Mr. Moore) Referring again, Mr. Kangas, to the day on which certain cards were distributed in the plant, as you have testified heretofore, did you see any of those cards that were being distributed there?

A. Yes, sir. I just casually glanced over it.

Mr. Moore: Mr. Baldwin, may I have that original membership card which you found? May I have this marked Board's Exhibit 6, for identification?

(Thereupon, the document referred to was marked as Board's Exhibit No. 6, for identification.) [235]

Q. (By Mr. Moore): I show you a card marked Board's Exhibit 6, for identification, and ask you if the printed portion of that card is like the cards, the same as the cards that were distributed in the shop on that day?

Mr. Watkins: Just a minute. I object to the question on the ground it assumes facts not in evidence, and further, that there is no foundation laid for such identification by this witness.

Trial Examiner Whittemore: I will overrule the objection. The witness has been asked a general question to identify a document; it may not be the one. If so, you have no cause to worry.

(Testimony of Victor Elmer Kangas.)

Mr. Watkins: Unless I missed it somewhere along the line, my point is, the witness has not been asked whether or not he ever saw a similar card.

Trial Examiner Whittemore: He said he had seen the cards and looked at them. He is shown this to find out whether or not this contains the text shown on the cards. He certainly is qualified to answer that question.

The Witness: Yes, sir. I would swear that that was the card.

Q. (By Mr. Moore): You have testified that you have ordered printed certain cards?

A. Yes, sir.

Q. Can you say that the printed portion of Board's Exhibit [236] 6, for identification, contains the text that you ordered printed on the cards which you testified about?

A. Word for word I can't remember it, but the wording on there certainly is exactly the wording that was to be printed on those cards at that time.

Mr. Watkins: Just a minute. I move that answer be stricken as a conclusion of the witness: That the words on the cards mean exactly the same,—I couldn't get the rest of the answer.

Mr. Moore: Would you like to have the answer read?

Mr. Watkins: No. I don't need to have it read.

Trial Examiner Whittemore: Do you mind if I ask the witness a question at this point?

Mr. Watkins: No.

(Testimony of Victor Elmer Kangas.)

Trial Examiner Whittemore: Do you mean this, in substance, was what was on the cards you ordered printed?

The Witness: Yes, sir. That is the dictation I took over the telephone, to have the cards printed.

Trial Examiner Whittemore: But you say you don't recall it word for word?

The Witness: No, sir.

Trial Examiner Whittemore: I think it is perfectly clear, don't you?

Mr. Watkins: Yes, I think it is. May I see the card?

Trial Examiner Whittemore: All right. You have offered [237] that, have you, in evidence?

Mr. Moore: I have not as yet.

Trial Examiner Whittemore: All right.

Q. (By Mr. Moore): For the purpose of the following question, Mr. Kangas, will you say again who you saw distribute the cards in the plant on the day after the committee, or a group of employees, went in to see the management?

A. Spurlock, Lester Bebb, Stubblefield, those are the only three I remember.

Q. You have testified that you met and discussed various subjects with a committee of the Alliance. Were any of the men you have named on the bargaining committee with whom you met?

A. Yes, sir.

Q. Which of them?

A. Mr. Bebb was on the committee, Mr. Stubblefield at one time was on the committee.

(Testimony of Victor Elmer Kangas.)

Mr. Moore: I offer Board's Exhibit 6, for identification, in evidence.

Trial Examiner Whittemore: Any objection?

Mr. Watkins: Yes. I object to the foundation laid with respect to it, but if the representative of the Alliance tells me that is the correct card, I will not object to it.

Mr. Baldwin: I can't say it is the correct card, either, because it was before my knowledge of it. I only saw a second [238] printing.

Trial Examiner Whittemore: You were asked yesterday to produce this card.

Mr. Baldwin: If I could possibly find one.

Trial Examiner Whittemore: This, to the best of your knowledge, is the card? You do not know to the contrary?

Mr. Baldwin: No.

Trial Examiner Whittemore: Well, on the basis of Mr. Baldwin's statement, do you wish to retain your objection?

Mr. Watkins: Yes. I object to it, Mr. Examiner, on the ground that there is no proper foundation laid; there isn't anything in the record that shows this was the card first distributed at the plant and to which reference has been made.

Trial Examiner Whittemore: On the contrary, all the evidence in the record so far does establish that point. The witness has testified that this contains the text, to the best of his recollection. The substance is there. He had it printed, and he saw it distributed by these three men. According to my

(Testimony of Victor Elmer Kangas.)

recollection of the testimony that is so. There may be testimony that will come in here which will attack whatever weight may be given to this testimony, but so far, the only testimony is of this witness, whose testimony is partly corroborated by my request of Mr. Baldwin to bring in the card. He brought this in, and so far as he knows, there is none other. It is the only one he has produced. Later [239] testimony here, evidence, may cast some doubt upon it, but so far, it seems to me it is established.

Mr. Watkins: Mr. Examiner, the basis of my objection on foundation was this: Yesterday this witness testified he didn't know what was on that card; he didn't know what he had taken down from Mr. Livingston, when he called him. He said, the name of the company, and two or three lines. He was asked to testify, and he couldn't. He also testified certain cards were distributed in the plant by certain individuals. He has not testified what the cards were. If he has, I haven't caught it.

Trial Examiner Whittemore: I think, on the latter point, if there is any doubt, it was my understanding he had testified these were the cards he saw distributed. But, in view of your doubt, will you inquire on that point?

Mr. Moore: I note the card is signed by the witness who has testified. I will recall the witness and identify it further.

Trial Examiner Whittemore: No. I think the point he is referring to is whether or not this wit-

(Testimony of Victor Elmer Kangas.)

ness saw that card, or one similar to it, distributed by these men you just referred to here.

Mr. Moore: I misunderstood the objection.

Trial Examiner Whittemore: Wasn't that it?

Mr. Watkins: Part of my objection is on the basis of no [240] foundation, yes.

Q. (By Mr. Moore) Mr. Kangas, did you see this card, or cards like this, distributed in the plant on the day after a delegation of employees visited the management and met, with their requests?

A. The same day.

Q. The same day? A. Yes, sir.

Q. Did you see the cards, this card, or cards exactly like that, distributed in the plant?

A. Yes.

Q. That is the best of your recollection?

A. Yes, sir.

Trial Examiner Whittemore: Does that take care of that part of the objection?

Mr. Watkins: I think for the record, yes.

Trial Examiner Whittemore: All right.

Mr. Watkins: Subject to cross examination.

Trial Examiner Whittemore: Oh, yes, of course. Well, then the document is received in evidence. I would like to see that. All right, Mr. Moore.

(Thereupon, the document heretofore marked for identification as Board's Exhibit No. 6, was received in evidence.)

(Testimony of Victor Elmer Kangas.)

BOARD'S EXHIBIT No. 6

Porter

Pacific Parts Workers Alliance

I the undersigned employee at the Jadson Motor Products Company, do hereby apply for membership in the Pacific Parts Workers Alliance with the understanding that upon acceptance of the application for membership that the Pacific Parts Workers Alliance will be my exclusive representative in bargaining with my employer with reference to wages, hours and working conditions, and that I will abide by the constitution of the Pacific Parts Workers Alliance when drafted and approved by the elected representative.

This membership to be effective until one year from the date of signing.

L. A. PORTER

Date 7-27-37.

Q. (By Mr. Moore) You have testified that at the time of your first experience with the Alliance, it was called Pacific [241] Parts Workers Alliance, wasn't it? A. Yes, sir.

Q. Do you know what the name of the Alliance is now? A. Yes, sir.

Q. What is it?

A. Pacific Motor Parts Workers Alliance.

Q. Do you know how or when the change in name was effected?

(Testimony of Victor Elmer Kangas.)

A. One year from the day that it was organized, to the best of my memory, it might have been thirteen months or fourteen months, but it was in the neighborhood of one year from that date.

Q. Was the Pacific Motor Parts Workers Alliance in existence when you left the shop of the respondent? A. Yes, sir.

Q. Do you know whether or not the Alliance held meetings among its own members during the time you were employed in the shop?

A. At the plant?

Q. No. Do you know whether or not they held meeting?

A. Yes, sir, I knew they did.

Q. Do you know on what day of the week their meetings were scheduled, as a general rule?

A. No, sir.

Q. Do you know whether or not those meetings were scheduled to occur during the time when the plant was in operation? [242] A. Yes, sir.

Q. Were the meetings so scheduled?

A. Some of the shifts were working, yes, sir.

Q. During the time you were there, how many shifts did the plant operate?

A. They were working 24 hours a day, three shifts.

Q. Was that true from April 8, 1937, until you left there? A. Yes, sir.

Q. Three shifts every day?

A. No, not a seven-day week. We worked five days at one time and six days at another time. How-

(Testimony of Victor Elmer Kangas.)

ever, there was work going on in the plant seven days a week, but a full crew did not work seven days a week.

Q. Do you know whether or not men were scheduled to work during the time that the Alliance held meetings?

Mr. Watkins: Isn't the answer obvious, counsel? If they were working 24 hours they couldn't help but be.

Trial Examiner Whittemore: I was going to say: How could that be, if they were working 24 hours a day.

Mr. Moore: It will withdraw that. It is obvious.

Trial Examiner Whittemore: The question is whether or not the men attended.

Mr. Moore: That is true, yes.

Q. (By Mr. Moore) Was any arrangement made by the management to permit employees scheduled to work during the time an [243] Alliance meeting was held, to attend the meetings?

Mr. Watkins: Just a minute, before the answer is given. I object to the question unless the witness first identifies the type of meeting held, of the Alliance. In other words, whether it was a general Alliance meeting, or a committee meeting, or an arrangement to meet with management, or what.

Trial Examiner Whittemore: I think you should explore the matter further.

Mr. Moore: Yes.

Q. (By Mr. Moore) I am referring, Mr. Kangas, to meetings of the membership of the Alliance.

(Testimony of Victor Elmer Kangas.)

A. That I don't remember. I can't say.

Q. Do you know whether or not men left the plant to attend those meetings?

A. No, sir; I do not know.

Q. Do you know whether or not Mr. Lewis A. Porter received any pay for—I will withdraw that.

Mr. Kangas, did you at any time receive any money from Mr. Paul D. Hileman, to be delivered to Mr. Lewis A. Porter?

A. I did not see the money. However, I delivered him an envelope.

Q. When did you receive that envelope?

A. It was in the afternoon of the—I can't tell you what day it was, or I don't remember what month it was.

Q. Well, tell us what time it was, as nearly as you can re- [244] call.

A. Well, I would say it was approximately around 2:30 or 3:00 o'clock in the afternoon, and Mr. Hileman had me come in his office, and he gave me an envelope.

Q. What I want you to do is to tell us about what time of the year, as near as you can recall.

A. It was in the fall of the year, either September, or the latter part of August, and I believe it was in 1938.

Q. 1938?

A. I think so, as well as I can remember.

Q. Do you think it was over a year after the Alliance had been formed?

A. I would say it was, yes.

(Testimony of Victor Elmer Kangas.)

Q. Were you and Mr. Hileman close at the time you received this envelope from him?

A. Yes, sir.

Q. Was a conversation held at that time?

A. Mr. Hileman told me to deliver that envelope to Mr. Porter and I went out in the plant——

Q. Was anything else said?

A. Yes. He told me that was reimbursement for his efforts in organizing the independent union, and he told me to be sure that nobody saw me give it to him. I went out in the plant and I called Mr. Porter in the washroom and I handed him the envelope. [245]

Mr. Watkins: Just a minute. I object to the anxiety of the witness to get his story in without questions being asked, and I urge he be instructed to proceed in the normal question and answer fashion.

Trial Examiner Whittemore: Well, I don't know whether any caution is necessary.

Mr. Moore: I am sure this witness knows what the normal procedure is. We can get along all right.

Trial Examiner Whittemore: Just try to confine your answer to the question, rather than tell the whole story.

Q. (By Mr. Moore) Have you repeated all the conversation between you and Mr. Hileman that you can recall? A. Prior to this?

Q. At this meeting at which you received the envelope.

(Testimony of Victor Elmer Kangas.)

A. Did I remember the conversation that took place?

Q. Have you repeated all you could remember?

A. No, sir.

Q. Continue, and give the entire conversation at that time.

A. Well, at this time I was called in to his office and Mr. Hileman discussed with me——

Q. Just say what he said, now.

A. He told me in regards to the money that Mr. Porter was to receive as a reimbursement for his efforts in organizing the P.P.W.A., independent union, that he has some money for him in an envelope and he handed me the envelope and he told me to [246] deliver that envelope to Mr. Porter, and not to let anybody see me give it to him. I told him I would.

Q. Is that all the conversation that you recall?

A. Yes, sir.

Q. Did you thereafter——

Mr. Watkins: May I have the answer read?

Trial Examiner Whittemore: Yes. Read the answer.

(The answer was read.)

Mr. Watkins: Thank you.

Q. (By Mr. Moore) Did you thereafter deliver that envelope to Mr. Porter? A. I did.

Q. When did you do that?

A. That same day, just right at that time. It may have been 30 seconds after, or it may have been one minute afterwards.

(Testimony of Victor Elmer Kangas.)

Q. Where did you deliver it to him?

A. In the plant.

Q. What part of the plant?

A. Where Mr. Porter was working.

Q. Well, did you deliver the envelope to him in the place where he was working? A. No, sir.

Q. Where did you deliver the envelope to him?

A. I asked him to come into the washroom with me.

Q. You and he went into the washroom? [247]

A. Yes, sir.

Q. And did you deliver the envelope to him there?

A. Yes, sir. I gave him the envelope and I walked out.

Q. Was anyone there besides you and he?

A. No, sir.

Q. Was there a conversation at that time?

A. No, sir.

Q. Did you remain to see whether or not he would open the envelope? A. No, sir.

Q. Did you see him open it? A. No, sir.

Q. Did you know what was in the envelope?

A. Not at that time.

Q. You did not know at that time what was in it? A. No, sir.

Q. Did you later learn what was in it?

A. Yes, sir.

Q. How did you learn what was in it?

A. We went to his house that evening, I and my

(Testimony of Victor Elmer Kangas.)

wife, and Mr. Porter told me what was in the envelope.

Q. Was it on the same evening that you went to his house? A. Yes, sir.

Q. Who was present besides you and he?

A. His wife and my wife. [248]

Q. About what time in the evening was it?

A. About 8:00 o'clock.

Q. Do you recall where he lived then?

A. He lived on Stafford Avenue, at that time.

Q. Will you repeat the conversation that was held at that time?

A. Shall I say everything he said?

Q. As nearly as you can recall.

A. Mr. Porter was very much put out, due to the fact——

Q. No.

Mr. Watkins: Just a minute.

Mr. Moore: I will agree that may go out, Mr. Watkins. Just say what he said.

The Witness: Mr. Porter told me, he said, "This is what they gave me. I have got a good notion to go in and tell that Jew son of a bitch to stick that up his brown."

Q. (By Mr. Moore) What was said after that, if anything?

A. As far as that conversation, that was the end of it.

Q. If there was any other conversation, it was of a social nature?

A. He told me he would never again do any-

(Testimony of Victor Elmer Kangas.)

thing for the Alliance, to help the management in any way.

Q. Did you have any part in the conversation?

A. I beg your pardon? [249]

Q. Did you say anything at that time?

A. No, sir.

Q. Do you know whether or not Mr. Porter received any other remuneration? A. I do not.

Q. Do you know whether or not he received a vacation?

A. I don't remember whether he did or not.

Q. Was Mr. Porter an hourly paid employee?

A. Yes, sir.

Q. In September, of 1937, did hourly paid employees receive vacations? A. With pay?

Q. Yes. A. No, sir.

Q. In September, of 1938, did hourly paid employees receive vacations with pay?

A. No, sir.

Mr. Moore: That is all.

Trial Examiner Whittemore: Do you want a brief recess before we resume with cross examination?

Mr. Watkins: Yes, I would like it, please.

Trial Examiner Whittemore: All right. We will take a five-minute recess at this time.

(A short recess was had.)

Trial Examiner Whittemore: I would like to set forth on [250] the record about what Mr. Porter's age is. Now, if you have it on your personnel records, so that you can stipulate to it, or get this

(Testimony of Victor Elmer Kangas.)

man's testimony, or something, that will be all right. I would like to have something on the record. You went into his past experience somewhat. I don't care who brings it out.

Mr. Watkins: We will find out, Mr. Examiner.

Mr. Moore: May it be stipulated while Mr. Lewis A. Porter was in the employ of Thompson Products, Inc., he was not employed at that time in a supervisory capacity.

Mr. Watkins: Yes. So stipulated.

Mr. Moore: Mr. Examiner, you indicated you wanted Mr. Porter's age, and I believe we are able to supply that.

Mr. Watkins: Yes. Mr. Porter's age is 62 years.

Trial Examiner Whittemore: Thank you very much.

On that point I brought up just a moment ago, the complaint says, in parenthesis, this:

"U.A.W., C.I.O." and nowhere is it stated differently that I find, in the complaint that the Aircraft & Agricultural Implement Workers are affiliated with Automobile Workers, and the Congress of Industrial Organizations.

If you will frame that in a stipulation, please, so that it may be written out in the formal report.

Mr. Moore: May it be stipulated that United Automobile, Aircraft & Agricultural Implement Workers of America, affiliated [251] with the Congress of Industrial Relations, is a labor organization within the meaning of the Labor Act?

(Testimony of Victor Elmer Kangas.)

Mr. Watkins: We have already admitted that in our answer, but we have no objection——

Trial Examiner Whittemore: Yes. That isn't my point, Mr. Moore. The answer covers that.

Mr. Moore: I am afraid I do not get your point. What is it?

Trial Examiner Whittemore: In the complaint it is said in parenthesis, "U.A.W.-C.I.O.", and nowhere is it explained what the U.A.W., or what C.I.O. is, or that there is such an organization in existence.

Mr. Moore: May we go off the record, Mr. Examiner?

Trial Examiner Whittemore: Yes. Off the record.

(A discussion off the record.)

Trial Examiner Whittemore: On the record.

Mr. Moore: I will move to amend the amended complaint, in the first paragraph thereof, by striking from the complaint in the second line, the letters, "U.A.W.-C.I.O." which appear in parenthesis, and inserting instead the words: [252] "Affiliated with the Congress of Industrial Organizations."

Trial Examiner Whittemore: Do you have any objection?

Mr. Watkins: No, we have no objection to it. Of course, there will be a stipulation that our answer need not be changed, our answer and motions heretofore filed, will be deemed to comply with the complaint as amended.

Mr. Moore: So stipulated.

(Testimony of Victor Elmer Kangas.)

Trial Examiner Whittemore: Have you any objection, Mr. Baldwin?

Mr. Baldwin: No objection.

Trial Examiner Whittemore: Very well. The motion is granted. I suggest also that you move that same change be made in all the formal papers, the title of the case, as well.

Mr. Moore: Yes. I further move that the same change be made in all of the formal papers in the case, namely, in Board's Exhibit 1-A to 1-V, inclusive.

Mr. Watkins: No objection.

Trial Examiner Whittemore: Mr. Baldwin, have you?

Mr. Baldwin: No objection.

Trial Examiner Whittemore: Very well. The motion is granted.

All right, Mr. Watkins.

Mr. Watkins: Does Mr. Baldwin have any questions of the witness?

Mr. Baldwin: Yes. [253]

Q. (By Mr. Baldwin): Mr. Kangas, you stated that at one time you asked, or you received over the telephone, a message. You wrote the message down. You can't remember that message?

A. No, not word for word.

Q. You, in turn, handed it to the printer?

A. That's right.

Q. To have it printed. You later testified you sent Mr. Porter to pick up these cards?

A. Yeah.

(Testimony of Victor Elmer Kangas.)

Q. Did you give Mr. Porter the money to pay for these cards? A. No, sir.

Q. Do you know who did give it to him?

A. No, I don't.

Q. Do you think anybody in the management gave him that money? A. I don't know.

Q. About what time of day did he leave?

A. Oh, somewhere around 11:00 o'clock.

Q. Did he clock out at the time? A. No.

Q. He didn't; was this on the same day that the first meeting was held—I will change that.

Was that the same day that the first group of 15 or 18 men came into your office? [254]

A. It was.

Q. You haven't any idea what that date was?

A. No. If I had a calendar I might be able to tell you.

Mr. Watkins: I think we can furnish the witness with one. I might say this isn't a calendar for the overall year, but it does contain the month of July of 1937.

Q. (By Mr. Baldwin): Will the witness take a look at that book.

A. As near as I can remember, it would be around July 30 or July 29. I couldn't swear to that, but as near as I can remember.

Mr. Moore: Pardon me just a moment. May I have the last question and answer read.

(The record was read.)

The Witness: That is not right. The day the group of men went into the office was on Tuesday.

(Testimony of Victor Elmer Kangas.)

The day Mr. Porter went to get those cards was Tuesday morning and not on a Friday or Thursday.

Mr. Moore: You want to change your testimony with regard to that date?

The Witness: That is right. I want to see that same book again. That would be on August 3rd, to the best of my memory.

Q. (By Mr. Baldwin): Then the day in which the group of 15 or 18 men came into the office would be on August 3rd, Tuesday, [255] and that is also the same day in which the cards were picked up at about 11:00 o'clock in the morning or thereabouts. Is that right? A. That's right.

Q. You later testified you saw these cards passed out. Is that right? A. That's right.

Q. Did you see the contents of the cards prior to the time they were passed out?

A. Not prior to the time they were passed out; I saw them after they were passed out.

Q. Did Mr. Porter give you the cards? Did he hand you the cards when he came back into the plant? A. No.

Q. You don't know who gave them to you?

A. No, I don't.

Q. Do you know who he gave them to?

A. No, I don't know who he gave them to. I don't remember. Probably gave them to Hodges. I don't know.

Mr. Baldwin: That's all.

(Testimony of Victor Elmer Kangas.)

Cross Examination

Q. (By Mr. Watkins): Mr. Kangas, what makes you so sure it was on a Tuesday that this happened?

A. To the best of my memory it was on a Tuesday. I might not be right on the date. [256]

Q. Could it have been on a Monday?

A. No, I don't think it could.

Q. Why not?

A. Because we had some other work to do on Monday in regard to that, and it couldn't have been on a Monday.

Q. Could it have been on a Wednesday?

A. No, it wasn't on a Wednesday. It was on a Tuesday. I am quite sure of that.

Q. Going back in the early part of 1937, say the first half of the year, how many production employees were there at Jadson?

A. Oh, up until September of 1937, there was 86.

Q. What was your official job there?

A. Up to that time I was assistant works manager.

Q. Who was works manager?

A. Mr. Clark, Walter Clark.

Q. You took your directions from him, is that correct?

A. That's right. However, he left the organization sometime in June, and I was still carrying on my duties as assistant works manager.

Q. Taking this period in the first half of 1937,

(Testimony of Victor Elmer Kangas.)

what was the attitude of the employees with regard to their pay and working conditions at Jadson? A. Well, they were dissatisfied.

Q. Well, what was said that indicated to you that they were [257] dissatisfied? What was said that indicated that to you?

A. Well, men would come in my office and ask for more money.

Q. Was that on more than one occasion?

A. Oh, yes, on several occasions.

Q. Was there anything besides more money that they were interested in?

A. Not that I know of at that time. They asked for more money, better pay.

Q. Anything about shorter hours?

A. Not as I remember, no.

Q. Anything about vacations? A. No.

Q. Anything about seniority? A. No.

Q. Anything about discrimination among employees in advancement? A. No.

Q. Anything about favoritism?

A. Well, I don't remember that there was.

Q. In other words, the only thing you can recall in the first half of the year was more pay?

A. That's right.

Q. How many different occasions would you say there were in that six months period when men came in and asked for more pay? [258]

A. Well, I really don't know, but I would say practically one-third of the plant was in there every week.

(Testimony of Victor Elmer Kangas.)

Q. Every week one-third of the plant was in there, in that first half of the year? A. Yes.

Q. Now, when it was learned that Thompson Products had bought the company, approximately when was that, incidentally?

A. As near as I can remember, in April.

Q. April of 1937? A. That's right.

Q. Was there any other disturbance around the plant there about that time? A. No.

Q. Did any of the men come to you and ask you whether or not Thompson Products was going to continue to operate the company?

A. Oh, there was some question about that.

Q. Any of the men come to you around that time and ask you what the chances were to get more money, now that Thompson Products had taken over? A. That's right.

Q. And to get some rights on seniority?

A. There was nothing said, so far as seniority was concerned, up to the first half of 1937.

Q. Nothing was ever said up through the first half of 1937? [259] A. No.

Q. Let us take the first half of 1937 again. What union activity had there been down at this plant in that first half of the year?

A. So far as union activities was concerned, I never remember of seeing an outside business agent from any labor organization around the plant.

Q. During the entire first half of 1937?

A. That's right.

(Testimony of Victor Elmer Kangas.)

Q. Did you see any cards passed around by anybody from either the A. F. of L. or C. I. O. down at that plant?

A. Oh, I saw a few application blanks, yes.

Q. About when did you first see them?

A. Well, I would say from the first of the year on, and as far back as 1936, probably.

Q. You had a little flurry back in 1939 with the A. F. of L., didn't you?

A. I wouldn't be surprised if I did.

Q. Mr. Porter belonged to the A. F. of L. at that time? A. I don't know.

Q. He didn't join the A. F. of L. at your instruction then? A. No, sir.

Q. Did you have an A. F. of L. flurry also, in the early part of 1937, the first half of the year?

A. That I don't remember, whether it was the C. I. O. or [260] A. F. of L.

Q. You did have some activity among the men there in the plant? A. That's right.

Q. There weren't any outside organizers there?

A. Not that I know of.

Q. In other words, the boys within the plant were figuring that in that way they could get some more of these things for which they were asking?

A. That's right.

Q. Was there any discussion to that effect around there in the first half of 1937?

A. In the plant?

Q. Yes. A. A little bit, probably.

(Testimony of Victor Elmer Kangas.)

Q. And they signed the boys up for C. I. O. or A. F. of L. down at the plant, didn't they?

A. No, never saw any cards signed up at the plant at any time.

Q. How did you know there was C. I. O. activity in there then?

A. Some of the boys showed me their application cards. Lester Bebb showed me his.

Q. Did he have any discussion with you about it?

A. He came and told me he wanted to be honest with me, he [261] had joined the C. I. O., due to the fact that so many of the boys were joining the C. I. O., and he wanted to protect his job.

Q. What did you say to him?

A. I told him it was entirely up to him, that it was none of my business.

Q. Did any of the other boys come to you?

A. Yes, I think a few.

Q. Who else?

A. I can't remember. I do remember Lester Bebb, due to the fact that we had a little conversation over it.

Q. Did you have any more conversation than you have now related?

A. Not with Mr. Bebb, no.

Q. Did you have a conversation with any of the other employees which you can now think of?

A. No.

Q. Were the boys wearing buttons on the job at this time? A. No.

Q. In other words, the first conversation you

(Testimony of Victor Elmer Kangas.)

had about it was when Lester Bebb came to you and said he had joined the C. I. O., and told you why? A. Yes.

Q. You hadn't ask him whether or not he had, prior to that? [262] A. No.

Q. When was that? Can you fix the date of Lester Bebb's coming to you and telling you for the first time, the boys were joining the C. I. O.?

A. Probably around in July or August, maybe June. I don't know; it might have been June of 1937.

Q. Could it have been any earlier than that?

A. I don't think so.

Q. Could it have been as early as May?

A. No, I don't believe it was.

Q. What makes you say that?

A. As I remember, it was during the summer months, just before, probably a month or two before Mr. Hileman came out.

Q. Mr. Kangas, since you have been on the stand, have you discussed your testimony with anybody other than a representative of the Board?

A. I talked to Mr. Moore.

Q. You mean the attorney for the Board?

A. That's right.

Q. Is he the only one you have talked to?

A. Yes, sir.

Q. You didn't talk to Mr. Johnson?

A. No.

Q. Did you talk to Mr. Porter about his testimony?

(Testimony of Victor Elmer Kangas.)

A. I visited Mr. Porter one Sunday morning, but there was [263] very little said.

Q. I mean, since you have been up here?

A. That's right. I have discussed very little about anything.

Q. You have discussed very little about anything with Mr. Porter since you have been up here?

A. There might have been one or two things mentioned.

Mr. Moore: The witness obviously does not understand the question.

Mr. Watkins: I think he does too well.

Q. (By Mr. Watkins): Mr. Kangas, going on now with the union activities——

Mr. Moore: Mr. Examiner, may I have the answer to the question that was asked stricken? It is misleading as it is on the record now. The witness answered it, but I do not believe the witness understood the question.

Mr. Watkins: That is your assumption, Mr. Moore, and I don't want you to put words in the witness' mouth, on cross examination.

Trial Examiner Whittemore: Is there any doubt in your mind? He answered the question.

Mr. Moore: I will withdraw the objection and bring it out later.

Mr. Watkins: I will strike the question I started and reframe it. [264]

Q. (By Mr. Watkins): Mr. Kangas, going to the period, now, around May of 1937,—going to the period, now, around June of 1937, is my understand-

(Testimony of Victor Elmer Kangas.)

ing correct, that that was the first time in which you learned that the C. I. O. was active in the plant? A. No, sir.

Q. When was it?

A. Oh, I would say it was probably as far back as March. I know there were members, or employees, that were members of the C. I. O., and they were increasing right along.

Q. When did they really start increasing there? About what time?

A. Oh, possibly around in June or July.

Q. Could it have been before that?

A. Well, now, I don't know. I didn't follow these boys home every night, you know, to see what they were going to do, so I don't know where they went. All I know is that some belonged to the C. I. O., and maybe some to the A. F. of L.

Q. You had Porter to join the C. I. O. to find out about it, didn't you?

A. I just asked him to do it.

Q. You did it to find out, to get a line on that, didn't you? A. Yes, sir.

Q. When was this? [265]

A. Some time in 1937.

Q. About what time in 1937?

A. Possibly in June, as I remember.

Q. You had him attend a couple of meetings and report to you, didn't you? A. That's right.

Q. Prior to the time that Mr. Livingston came out? A. That's right.

Q. You did that on your own? A. No, sir.

(Testimony of Victor Elmer Kangas.)

Q. Who instructed you to do that?

A. Mr. Dachtler, acting general manager of Jadson, at that time.

Q. When did he instruct you to do it?

A. Possibly in June, or whenever it happened; it could not have been very much before; probably that week, whenever that took place.

Q. Can you fix it with any more certainty, when that took place?

A. Can you tell me when you took a drink sometime? I can't remember dates.

Q. Sometimes you take too many, and can't remember. A. Probably you have.

Trial Examiner Whittemore: Suppose you get down to business. [266]

Q. (By Mr. Watkins): When did Mr. Dachtler say anything about checking the C. I. O.?

A. Sometime in June, to the best of my memory.

Q. Where? A. At the plant.

Q. Where in the plant?

A. In the office.

Q. Whose office? A. His office.

Q. Who was present?

A. Just I and Mr. Dachtler.

Q. What did he say to you?

A. He asked me if I could get somebody to join the C. I. O., that the company would pay their dues in there, that he wanted to find out if he could possibly, the number of employees that belonged to the C. I. O.

Q. What did you say?

(Testimony of Victor Elmer Kangas.)

A. I said, "I think maybe I can do that."

Q. What did you do about it then? Is that when you got Mr. Porter to join?

A. That's right.

Q. Did you report back to Mr. Dachtler again?

A. I did.

Q. When?

A. That might have been the same day or the day after. [267]

Q. Did Mr. Dachtler promise any reward to you or Mr. Porter for getting this information?

A. The only thing he told me he would pay, the company would pay his dues.

Q. Did he suggest a man you might get to do it, or leave it up to you?

A. He left that to me.

Q. What was this man's name immediately over you at that time?

A. Walter Clark was not there at that time, he wasn't there at this period. I was in charge of manufacturing at that time.

Q. When did Mr. Clark leave?

A. Possibly in June, I think it was in June.

Q. June of 1937? A. That's right.

Q. This date you are testifying to was prior to that, wasn't it?

A. No, I don't think so. I think it was right after Mr. Clark left.

Q. Going to Mr. Livingston's first visit out here, can you fix about the date when that was? The first time you met him.

(Testimony of Victor Elmer Kangas.)

A. Well, it was in the spring of the year, probably April or May.

Q. April or May of 1937? [268]

A. To the best of my memory, yes.

Q. Could it have been June of 1937?

A. Oh, it possibly could have. I didn't set down the dates.

Q. When did Mr. Hileman come out?

A. In August of 1937.

Q. When Mr. Livingston first came here in April or May or June of 1937, whenever it was, when you first talked to him, that was the first time you had met him, wasn't it?

A. Mr. Livingston?

Q. Yes. A. That's right.

Q. Where did you first talk to him?

A. Well, as well as I can remember it was in Mr. Dachtler's office.

Q. Had you seen him around the plant prior to that time?

A. Yes. I saw him walking through the plant.

Q. What was he doing?

A. I don't think he was doing anything in particular, just walking around.

Q. Talking to any of the men?

A. Yes, talking to a few of the men.

Q. Did you see him talk to the men after this first meeting you had with him?

A. Oh, yes.

[269]

Q. Several of the men around the plant, while they were working?

A. That's right.

Q. Will you relate, please, this first conversa-

(Testimony of Victor Elmer Kangas.)

tion you had with Mr. Livingston. Just state what it was.

A. Well, the first conversations I had with Mr. Livingston was in regard to a case where I had discharged three employees in the shop, laid them off for lack of work.

Q. Who started the conversation?

A. Mr. Livingston.

Q. What did he say to you?

A. At that time, as well as I can remember, it was around the time the National Labor Relations Board was building up a case against the company for laying these men off

Q. The men you had laid off?

A. That's right.

Q. And the charge being that they were C. I. O., and you had laid them off, and had discriminated against them. Is that right?

A. That's right; that's the way I remember it.

Q. What did you say to him?

A. He wanted the story of how the men were laid off, and I gave it to him.

Q. What did you say?

A. Because there was not enough work at that time. One, [270] in particular, was a welder. I didn't have any welding for him at that time.

Q. What was his name?

A. Blankenship; one name was Lloyd Ackerman.

Q. Both were laid off because of lack of work?

A. Not Lloyd Ackerman.

(Testimony of Victor Elmer Kangas.)

Q. He was fired outright? What for?

A. Because he didn't do what he was told.

Q. Is that what you told Mr. Livingston?

A. As well as I remember I did, yes.

Q. One was Ackerman, and was one MacIntosh?

A. MacIntosh was the third one.

Q. There were three involved? A. Yes.

Q. What was the matter with MacIntosh?

A. Well, he took the wrong attitude in his job, and wouldn't work, and do his job there. I don't like to be called a son of a bitch on the job. I would rather be called that outside the plant where I can take care of it.

Q. Is that what you told Mr. Livingston at the time? A. That's right.

Q. And at that particular time Mr. MacIntosh had been calling you a son of a bitch on the job?

A. That's right. I think there are probably records on that too. [271]

Q. What was the rest of the conversation on that first meeting with Mr. Livingston?

A. It all pertained to laying off these three men.

Q. Nothing else was discussed?

A. Not as I remember, no.

Q. Did you have more than one conversation with Mr. Livingston on his first trip out here?

A. Yes, I think we had either two or three, about the same thing.

Q. That was all that was discussed?

A. That's right.

(Testimony of Victor Elmer Kangas.)

Q. During that meeting did you tell Mr. Livingston about the C. I. O. inroads in the plant?

A. I don't remember whether I did or not.

Q. You have no recollection of it? A. No.

Q. You have no recollection of whether or not he asked you about C. I. O. inroads in the plant?

A. The only thing I can remember Mr. Livingston did ask me whether the boys belonged to the C. I. O., and I told him I don't believe they did, and I didn't know, and I don't know today whether they did or not.

Q. That was all the discussion there was about the C. I. O. at that time? A. That's right.

[272]

Q. Was that all the meetings you had with Mr. Livingston? Have you related everything that took place with Mr. Livingston while he was on his first trip?

A. Yes. That's right. I can't remember anything else.

Q. About what month did you first—about in what month did you see the greatest C. I. O. activity? During the early part or middle part of 1937? At this plant.

A. Well, I heard more about it around July, the first of July, possibly, of 1937.

Q. You say you heard more about it; what do you mean by that?

A. I mean I heard from various sources that there were more and more men joining the C. I. O.,

(Testimony of Victor Elmer Kangas.)

and somebody told me that there was, possibly, or approximately about 90 per cent in the C. I. O. at that time.

Q. Do you remember who told you that?

A. No, I don't.

Q. Did the boys wear their buttons?

A. No.

Q. Did they talk freely about belonging to the C. I. O. at that time?

A. Some did; some didn't.

Q. What did you say to them about it, those that discussed it with you?

A. I didn't say anything to them. [273]

Q. Did you say it was all right as far as you were concerned, or that they shouldn't do it?

A. I told them they could belong to any association they wanted to. It was none of my business.

Q. That was what you told them?

A. Yes.

Q. Did you learn whether any of them were with the A. F. of L. there around that time?

A. Yeah. I think a couple of them were. I think I can name maybe one or two.

Q. Did any of the boys come to you and talk about the A. F. of L.?

A. No.

Q. Take the period, again, the first six months of 1937, what relatives did you have working at this plant then?

A. I had my wife working there, I had my

(Testimony of Victor Elmer Kangas.)

brother working there, and I had a cousin working there.

Q. Mr. Kangas, as I understand it, and you correct me if I am misquoting you, at the time of Mr. Livingston's first visit you didn't tell him anything about Porter's attending any union meetings?

A. No, I didn't, as far as I can remember. I don't remember telling Mr. Livingston that.

Q. Do you know whether or not Porter had attended the union meetings prior to that date? [274]

A. Prior to Mr. Livingston's being there?

Q. His first visit.

A. I don't know. I don't remember whether he did or not. In fact, I don't know whether he ever belonged to the C. I. O. at that time or not.

Q. In other words, if Mr. Porter had belonged to the C. I. O. prior to this time and reported to you about the C. I. O. membership, you mentioned nothing of that to Mr. Livingston?

A. No, I didn't.

Q. And assuming that happened first, you didn't tell Mr. Livingston that Mr. Dachtler had had you have Mr. Porter join the C. I. O.?

A. No, not at this first visit.

Q. That is what I mean. You didn't tell him anything about it then?

A. Not as far as I can remember, I didn't.

Q. Do you have any recollection? Is there any way you can refresh your recollection so you can say whether you did or didn't?

(Testimony of Victor Elmer Kangas.)

A. I didn't have any reason to tell him about it, due to the fact I don't think Mr. Porter was in there at that time. As I remember, it was after this I asked Mr. Porter to join the C. I. O.

Q. In other words, it is your feeling at the present time if you had information on the C. I. O. prior to this time, where [275] you were involved up here at the Labor Board on charges, you would have told Mr. Livingston about it?

A. That's right.

Q. That would be particularly true, I assume, if Mr. Dachtler had given you those instructions?

A. That's right.

Q. You got along all right with Mr. Livingston at this first visit, didn't you?

A. I think we got along very nicely.

Q. You talked about machinery and conditions in the plant, and all?

A. That's right.

Q. And you didn't discuss doing something about the pay problems, and things of that kind, the first visit?

A. No.

Q. That wasn't discussed at the first visit at all?

A. No, sir.

Q. Was the condition of unrest discussed at that time?

A. I would say yes.

Q. Did you tell him about it the first visit?

A. I don't remember telling anything about it much, due to the fact I didn't talk to Mr. Livingston a great deal, other than this case where these

(Testimony of Victor Elmer Kangas.)

three men had left the employment. Two of them were discharged and one of them was laid off. [276]

Q. You don't now recall, though, any statements by Mr. Livingston at this time, at this first conversation, with respect to increase in pay, or anything of this kind?

A. No, sir. I don't believe there was anything like that discussed.

Q. Did that occur at the second conversation? That is, on Mr. Livingston's second trip here?

A. That's right.

Q. When do you fix that?

A. Well, it might have been after Mr. Hileman came out. I don't think Mr. Livingston at that time took any action in that, until Mr. Hileman came out.

Q. All right. You can't fix the time, then, of Mr. Livingston's second visit?

A. As near as I can remember it was in the latter part of July, when he arrived here.

Q. Mr. Kangas, going back, now, to the time when you had Porter join the C. I. O. to find out how many men were attending their meetings, I believe you said he reported to you some 18 attended a particular meeting?

A. As near as I can remember.

Q. At that time how many C. I. O. members would you say there were in the plant?

A. Just from hearsay I would say the percentage was up, possibly around 60 or 70 per cent.

[277]

(Testimony of Victor Elmer Kangas.)

Q. At that particular time? A. Yes.

Q. And that increased a little, later on?

A. That's right.

Q. Other than Mr. Porter, the incident you testified to, did you ever try to get anybody else down at this plant to join the C. I. O.?

A. No, sir.

Q. You never did? A. No, sir.

Q. And you are positive on that?

A. Absolutely.

Q. I understand Mr. Hileman came out sometime in August of 1937? A. That's right.

Q. What was the first meeting that you had with him? Do you recall that?

A. Mr. Dachtler called me in the office and introduced me to Mr. Hileman and I was probably in there, oh, three or four minutes, and I went back out in the plant.

Q. What was discussed?

A. Not much of anything; just general.

Q. Just meeting him, and that was about all there was to it? A. That's it.

Q. When did the next meeting you had with him occur? [278]

A. It might have been a day or two after that.

Q. Do you remember what was discussed at that one?

A. Yeah. I think we talked something about equipment, as to its condition, and probably that was all that was discussed at that time.

(Testimony of Victor Elmer Kangas.)

Q. Had you expressed opposition to Mr. Hileman's being sent out here to be in charge of the plant at this time? A. I never did.

Q. You never did at any subsequent time?

A. No.

Q. Going to your second meeting with Mr. Livingston, that is your meeting with Mr. Livingston at the second trip, where did you first talk to Mr. Livingston after he made the second trip out here, which was sometime, as I understand, in July of 1937? A. In Mr. Dachtler's office.

Q. That is the first time you met with Mr. Livingston on the second trip? A. That's right.

Q. And who was present at that meeting?

A. Mr. Dachtler and Mr. Livingston and myself.

Q. When was the next meeting you had with him?

A. Oh, possibly during that day in the afternoon.

Q. Where was that?

A. In the same place, in the office. [279]

Q. Did you see him out in the plant during any of this time?

A. I think that Mr. Livingston did go out in the plant. However, I am not quite sure of that.

Q. Did you see him talking to any of the men out there?

A. So far as I can remember, I can't remember him talking to any men.

(Testimony of Victor Elmer Kangas.)

Q. During this second visit, did he discuss with you the rates of pay that were going on there?

A. I don't believe that there was anything discussed in regard to pay rates.

Q. During the entire second visit?

A. Oh, yes, during the entire second visit there, yes.

Q. Sometime during his second visit he did discuss an increase in pay with you?

A. That was after Mr. Hileman came out, as I remember.

Q. Yes. But Mr. Livingston, during his second visit, did discuss an increase in pay rates? Correct?

A. That's right.

Q. Did he discuss anything else concerning the working conditions or wages of the men in the plant?

A. Yes. He discussed organizing an independent union.

Q. Did he discuss anything else besides that?

A. Well, he might have.

Q. Did he discuss seniority?

A. Well, seniority was discussed later, yes. [280]

Q. During this second visit?

A. That's right.

Q. Did he discuss anything about shorter hours?

A. No, I don't think there was anything said about shorter hours.

Q. Anything about vacations with pay?

A. At that time there was probably something mentioned about vacations, but they were going to

(Testimony of Victor Elmer Kangas.)

take that under consideration and see what happened.

Q. Did he say anything about any favoritism out there to you? Ask if there was any in the plant, or anything of that kind?

A. No, I don't think he said anything about that.

Q. In other words, he did make inquiry about what the complaints of the men were——

A. That's right.

Q. ——and ask you what your advice was to straighten it out, and get them happier about certain things?

A. Well, he probably did.

Q. Would you say he did, or probably did?

A. Yes, I think he did.

Q. You were in favor of that also, weren't you?

A. Yes, I was.

Q. And Mr. Livingston was too?

A. That's right. [281]

Q. Going to this meeting, I believe you said it was at Uncle Gabriel's cabin. Is that what you call it?

A. Well, it might be a cabin. They call it a cabin, but it was more or less a cafe or restaurant.

Q. All right. When was that?

A. That was, as near as I can remember, on Friday evening, the latter part of July.

Q. Of 1937? A. 1937.

Q. Are you sure it was on a Friday evening?

(Testimony of Victor Elmer Kangas.)

A. As near as I can remember, yes; it seemed like it would have to have been Friday evening, as near as I can remember.

Q. Could you fix a positive date, if you had a calendar again?

A. No, I couldn't, I can't definitely say whether it was Friday, but as near as I remember, it seems like it was Friday night.

Q. All right. Who was present at that meeting?

A. Mr. Livingston, myself, Mr. Hodges, Mr. Dachtler, Leroy Shadrack, L. V. Corbley, Eugene Drake, Roy Long and Bill Kerns.

Q. All foremen and lead off men?

A. That's right.

Q. No employee who wasn't a foreman or lead off man was there? A. No. [282]

Q. At that meeting did Mr. Livingston tell you there about the Cleveland operations or equipment, or anything of that kind?

A. Not at this meeting.

Q. Did he say anything at this meeting about vacations for men, or anything of that character?

A. No.

Q. You are sure of that?

A. Yes, I am sure of that, because we really hadn't got started to work, so I don't know where vacations would have come in.

Q. You are giving your assumption on that?

A. I know definitely no vacations were discussed at that meeting.

(Testimony of Victor Elmer Kangas.)

Q. What about higher rates of pay? Were they discussed at that meeting? A. No, sir.

Q. Seniority; was that discussed at that meeting?

A. No, sir, nothing like seniority was discussed.

Q. Favoritism among supervisory personnel, wasn't that discussed? A. No, sir.

Q. Was anything about the handling of grievances discussed at that meeting?

A. No, but I will tell you what was discussed.

[283]

Q. Just a minute; answer my questions. Was anything about grievances discussed at this meeting? A. No, they weren't.

Q. Was anything about fair play towards the employees discussed there by Mr. Livingston?

A. Not as a I remember.

Q. Would you say positively there wasn't?

A. Well, I would say there wasn't.

Q. You said you wanted to tell what was discussed there? A. Yes.

Q. Why?

A. Well, you seemed to be anxious to know what was discussed, and you went all around the question, so I thought maybe I would help you.

Q. All right. You go ahead and help. Tell me what was discussed at that meeting.

A. All right. Mr. Dachtler, after dinner, suggested I speak to the boys. I told him there wasn't anything I should talk to them about, that Mr. Livingston was sent out here to perform certain

(Testimony of Victor Elmer Kangas.)

duties, and I thought it was up to Mr. Livingston to do the talking.

Mr. Livingston got up and he did, and he asked the boys that were at this meeting what they thought of an inside union in the plant.

Q. Why do you figure he asked those men there that? [284] A. Because they were leadmen.

Q. Why did he ask the leadmen that?

A. He wanted to get their reaction on it.

Q. You mean because he contemplated they would be organizers of it?

Mr. Moore: I object to the question.

Mr. Watkins: This is cross examination, and the witness is so anxious to tell his story, to try to get all the picture——

Mr. Moore: It doesn't matter how anxious he is. I object to the question.

Trial Examiner Whittemore: The witness may answer. You asked him what was in Livingston's mind.

Mr. Moore: That is what I am objecting to.

Trial Examiner Whittemore: I have no objection. It certainly doesn't prove anything, but Mr. Watkins wants to know what he thought Mr. Livingston had in mind.

Q. (By Mr. Watkins) What was your conclusion as to why Mr. Livingston asked the leadmen what they thought about an independent union?

A. He wanted to get their reaction, see how they felt about having an inside union there.

(Testimony of Victor Elmer Kangas.)

Q. Do you think that was limited to leadmen or leadmen and foremen also?

A. Foremen and supervisors and department foremen. [285]

Q. But you think he was directing that query to just leadmen? A. That's right.

Q. Go ahead. What else did he say?

A. He more or less outlined, in a few words, how we might go about organizing it; not in very many words.

Q. You tell me what he said?

A. Word for word what he said?

Q. As nearly as you can recall, what he said.

A. I am afraid you got me stuck, Mr.

Q. As nearly as you can recall.

A. Well, as near as I can remember, Mr. Livingston suggested we have an independent union here. He also told the men present at that meeting that he thought with an independent union there at the plant that they could probably handle labor problems and grievances better with an independent union than they could with an outside union, due to the fact that they would thrash them out right there at the plant, and if an independent union could be organized, why, they would have the committee right there, and they would meet with the management and they would discuss the problems in general, and thrash out all the grievances, and not have an outside labor organization in the plant.

Q. Then, did he say to the men assembled there, to help it all they could? A. No, sir. [286]

(Testimony of Victor Elmer Kangas.)

Q. What did he say about it?

A. He told the men to treat that confidential, that he did not want any employees out in the plant to know the nature of that meeting. In fact, he didn't want any of them to know there was such a meeting.

Q. In other words, he didn't want any employees to learn the company ordered an independent union?

A. That's right.

Q. And told the men so? A. That's right.

Q. Anything else?

A. Well, there might be something off the record, there, that we talked about.

Q. I mean concerning the thing you wanted to tell us about.

A. Right at that time I don't remember there was anything else other than he asked the men how they felt, and they thought it was a very good idea.

Q. How many men were there there?

A. Well, I will have to count them.

Q. Then would you say, roughly?

A. Well, there was Mr. Livingston, Mr. Dachtler, myself, Hodges, Leroy Shadrock, Roy Long, Bill Kearns, Eugene Drake, and Al V. Coberly; nine there, as near as I can recollect.

Q. He told the men he didn't want them to say anything about the discussion that had taken place in this meeting? [287] A. That's right.

Q. You have given us the full story on this meeting now?

A. That's right, inside of the building.

(Testimony of Victor Elmer Kangas.)

Q. That was all that took place inside or outside, so far as the meeting is concerned? Is that correct?

A. Inside the building. Outside, Mr. Livingston said a few words to me before I——

Q. But this was not part of the meeting. Right?

A. No.

Q. At this meeting we have just been talking about was there anything said by Mr. Livingston that appeared to be to the benefit of the employees?

A. Well, the only thing, as I remember, that was mentioned in regard to that, that the employees would be able to carry their grievances to the management and thrash it out at the plant, rather than have an outside organization represent them. That's to the best of my memory. I don't think anything else was discussed in the way of doing anything outlandish for the employees.

Q. In other words, it is your conclusion that the sole purpose of that meeting was to get an independent union under way. Is that correct?

A. That's right.

Q. Now, I believe you testified on direct examination that Mr. Livingston had asked you to get some employee to get the men to come in and call on the management and ask for [288] anything, or words to that effect?

A. Yes, he mentioned that.

Q. And you chose Mr. Lou Porter who has testified here? A. That is right.

Q. That's the same Lou Porter that you had chosen to join the C.I.O.? A. It is.

(Testimony of Victor Elmer Kangas.)

Q. Was he one of the leaders there in the plant? A. Leader in the plant?

Q. I don't mean a leadman, but one of the men that the other men looked up to and respected and liked, at this time.

A. As near as I can remember at that time I think he was pretty well thought of, yes. [288-A]

Q. You don't remember any conflict at that time, with Porter?

A. No, I don't remember anything the men might have had against him, no.

Q. Was there some conflict later between Porter and the other men?

A. There probably was quite a bit after that, but not at that time.

Q. Were you on particularly close terms with Mr. Porter, socially, at this time?

A. Yes, we were very good friends.

Q. You and your wife called on him and his wife? A. That's right.

Q. Frequently?

A. Oh, possibly once every two or three weeks, or maybe once a week, sometimes. I don't know. We didn't live over there, however.

Q. Why did you pick Mr. Porter as the man? Was that because he had been a detective and knew how to keep his mouth shut?

A. That's right, because I knew I could trust him. I thought he would treat this confidential, and he was a man with a little more age to him, he was

(Testimony of Victor Elmer Kangas.)

an older man, and I thought he might be the man that would fit into the picture.

Q. What did you say to Mr. Porter when you first talked to him about this assignment? [289]

A. Well, first of all I outlined it the best I could——

Q. What did you say to him, Mr. Kangas?

A. I asked him if he would help me get an independent union organized in the plant, and he asked a few questions about it, what it would mean, and I told him what it might mean, and he said——

Q. When you said you told him what it might mean, what did you tell him?

A. I told him it might mean more money, seniority rights, might even get vacations with pay; I didn't know.

Q. For whom?

A. For everybody concerned.

Q. What else did you tell him?

A. And I believe that that covered that; and he said it sounded good to him, and he would do all he could, and he wanted to know what I wanted him to do. I told him to contact as many men as he could, but not to let any of the men know the company was trying to organize this independent union; that that was to be treated confidential; but to try to get them to swing over from C. I. O. into an independent union as soon as possible.

Q. You said that? Try to get them to swing over from the C. I. O. to an independent union?

A. That is correct.

(Testimony of Victor Elmer Kangas.)

Q. You remember those words, do you? [290]

A. Yes.

Q. Go ahead.

A. I told him it was very important to get as many members in this independent union as we can; talk it up to the men out in the plant, and get them to go into the office at a certain day, when it was going to be set.

Q. Did you talk to him about getting members into the independent, or about getting a gang to run into the office?

A. Get a group together to go into the office.

Q. Did you talk to him about getting members at that time?

A. Probably not at that same time.

Q. That is what I mean; your first conversation, where was it? At his machine?

A. Some at his machine, and some at his home.

Q. I mean, the first time when you got him started to corral the men and get them going?

A. At his machine.

Q. How long did you talk to him there?

A. Possibly ten or fifteen minutes.

Q. It was in that conversation that you told him you would get higher pay and vacations for the men and so on?

A. That was one of the things to tell the men. I said, "I don't care what you tell them; tell them anything, just so you get them in the office."

Q. You talked for ten or fifteen minutes? [291]

A. Yes.

(Testimony of Victor Elmer Kangas.)

Q. Was his machine running? A. Yes.

Q. Was it pretty noisy? A. Pretty noisy.

Q. You have to holler pretty loud to hear when the machine is running, don't you?

A. Oh, not so loud.

Q. You can't talk with the machine running, in a normal voice? A. I think so.

Q. With the machine running? A. Yes.

Q. How close were other men working to where you were talking to Mr. Porter?

A. Possibly 25 or 30 feet.

Q. That close?

A. As far as I can remember.

Q. Mr. Porter is a little deaf, isn't he?

A. Is he?

Q. I am asking you.

A. I have never noticed it myself; maybe I just talked above it, I don't know.

Q. When did you first tell Mr. Livingston that Porter was the man? [292]

A. Oh, I think it was on a Saturday morning, as near as I can remember. It was the next morning after this dinner at Uncle Gabriel's. I told him that I had a man in mind that I thought was just the man to fit the bill.

Q. That was the next morning after the meeting at Uncle Gabriel's? A. That's right.

Q. You are certain of that?

A. Oh, yes, absolutely. I slept on it that night.

Q. Did you make any notes at the time of any of these conversations you have related here, with Mr. Livingston or Mr. Porter? A. No, sir.

(Testimony of Victor Elmer Kangas.)

Q. No notes at all? A. No.

Q. When did you first report these instances you are testifying to now, to either the Labor Board or to the union involved here?

A. I didn't report these.

Q. When did you first talk to them about it?

A. Oh, that could possibly have been about in July.

Q. July of—— A. 1942.

Q. Up here at the Board?

A. Yes, sir. [293]

Q. Is that where your first conversation was?

A. Yes, sir.

Q. You haven't told anybody anything about it prior to that time? A. No, sir.

Q. Either in connection with the Board or in connection with the C. I. O. union?

A. No, sir.

Q. Did you find out how they had learned about your side of the story? A. No, sir.

Mr. Moore: Objected to.

Q. (By Mr. Watkins) You don't know yet?

A. No.

Mr. Moore: Objected to.

Trial Examiner Whittemore: I will overrule the objection and let the answers remain.

Q. (By Mr. Watkins) I believe you had a further conversation with Mr. Livingston that you testified to on a Monday morning in which he told you something to the effect that you will have to get going, to get this thing moving, to beat the C. I. O. meeting? A. That's right.

(Testimony of Victor Elmer Kangas.)

Q. You recall that? A. That's right. [294]

Q. Do you remember where that conversation took place?

A. As near as I can remember, at the plant, Jadson Products.

Q. You mean in the office?

A. In the office, yes.

Q. You were called in by Mr. Livingston?

A. That's right. He had the girl call me; the girl called me in.

Q. Did you start the conversation or did he?

A. He did. I never have nothing to say, I always let him start it, because he was the man that was directing all this.

Q. And he said to you what?

A. He told me that he would want me to get the ball rolling, and get everything into shape just as soon as possible, so far as organizing this union, and try to have everything set for Tuesday night, or words to that effect. Now, it may not have been the same words. I don't know, but words to that effect.

Q. What did you say?

A. I told him I was doing the best I could, the thing seemed to be rolling along all right.

Q. How long had it been rolling at that time?

A. Since Saturday morning. I believe on Saturday sometime, whenever it was.

Q. It was on a Saturday around 11:00 o'clock that you first put Mr. Porter to work? [295]

A. Yes.

(Testimony of Victor Elmer Kangas.)

Q. And this was on a Monday you talked to Mr. Livingston and he said to get it rolling, and you said they are rolling as well as they can be?

A. Yes.

Q. Was anything else said at that time?

A. I wouldn't remember; I can't remember every word mentioned; there might have been something else, but not that I can remember of.

Q. That is all of the conversation at that time that you can recall?

A. However, he did ask me how Mr. Porter was coming along, I believe, and I said, "Well, he was doing okeh, so far as I knew." I didn't know too much about it.

Q. Hadn't Mr. Porter reported to you as to his progress?

A. Well, I don't believe he did up to this time.

Q. Did you contact Mr. Porter again after that conversation you have just related with Mr. Livingston?

A. Yes, we had several conversations during the course of the day for several days after that too, but I don't remember just exactly what transpired during all of them.

Q. For several days after that, did you say?

A. Yes.

Q. How many days after that did you still have conversations with Mr. Porter about it? [296]

A. Possibly a week or so or more.

Q. Will you relate the first conversation you had with Mr. Porter after this meeting?

(Testimony of Victor Elmer Kangas.)

A. I went out in the plant and asked Mr. Porter what he had done, and he said he talked to two or three men, but he hadn't had much time to do much more, but he said before the day was over he would work on several more.

Q. What time of the day was that?

A. Oh, I imagine it was possibly around 11:00 o'clock, 10:30, or something like that.

Q. In the morning? A. That is right.

Q. You are sure it was in the morning?

A. Oh, yes.

Q. It was right after you talked to Mr. Livingston? A. Yes.

Q. Go ahead.

A. I told him to contact just as many of the men as he could, trying to get as many men as he could to go into the office and demand those seniority rights, more pay, vacations with pay, and I said it didn't make much difference what he asked for, just so he got them in there. I said the rest of it would iron itself out, I guess. He said he would.

Q. The first time you discussed this mission with Mr. Porter, did you tell him what he was going to get out of it? [297] A. No, sir.

Q. Did he ask you what there was in it for him?

A. No, sir.

Q. Did he ask you why you picked him to do the job? A. Yes, he did.

Q. What did you tell him?

A. I told him because he was a very good friend of mine, and I could depend on him, that is the reason I picked him.

(Testimony of Victor Elmer Kangas.)

Q. Did he say he would rather not undertake anything of that kind? Or, sure; I will be glad to do it.

A. He said he would be glad to help me.

Q. To help you? A. Yes.

Q. Then, in this first conversation you had with Mr. Porter about this assignment, the sum and substance of it was that he was to get a bunch of the men together and go into management and ask them for everything that they could think of?

A. That's right.

Q. And he was to do the job as rapidly as possible? A. Yes.

Q. And you told him at that time to get busy on it immediately and move along. Is that correct?

A. That's right.

Q. That is the first conversation you had with him. Is that correct? [298]

A. Yes.

Q. Now, Mr. Kangas, referring to a telephone call which you were to make to Mr. Livingston.

A. Uh huh.

Q. I believe you testified that you were supposed to call him at 7:00 o'clock on a particular night. I forget which night it was. Do you remember?

A. Yes.

Q. What night was it?

A. Well, as I can recall, it was on a Monday evening.

Q. Did you call him at 7:00 o'clock?

A. I did.

(Testimony of Victor Elmer Kangas.)

Q. Did you know what he was going to tell you before you called him?

A. I didn't know exactly what he was going to tell me, but he told me in a few words about what it was going to be, yes.

Q. When did he tell you in a few words what it was going to be?

A. That day, Monday.

Q. What time that day?

A. Oh, Monday afternoon, sometime.

Q. Then, he told you roughly what it was going to be that night, so you knew what it was?

A. That's right, I expected it.

Q. What was it supposed to be? [299]

A. Well, he dictated over the telephone——

Q. No, no. I mean when he indicated to you roughly what it was going to be. What did he say?

A. Well, he said he wanted to get some cards printed and he wanted me to call him at 7:00 o'clock, which I did, and he would have all the information, and he would give it to me over the telephone.

And I called him and he gave it to me, and I wrote it down.

Q. When he first talked to you about the call at 7:00 o'clock, he told you you were to call him at 7:00 o'clock because he wanted to have some cards printed and he was going to give you the information that went on them. Is that right?

A. Yes.

Q. And you called him at 7:00 o'clock and he gave you the information?

(Testimony of Victor Elmer Kangas.)

A. Yes.

Q. Then you went and had them printed?

A. That is right.

Q. Did you have them printed or did Mr. Porter?

A. No, sir. I turned over the information I had and asked the print shop to print some cards up with exactly the same wording I had on that paper, and I asked them if they could have them printed that night, and they said it was impossible.

Q. Did you ask them about how much it was?

[300]

A. No, sir.

Q. You didn't make any inquiry?

A. No, sir.

Q. You were the one that gave them the cards and asked them to print them?

A. I never gave them the cards. I gave them the information to print on the cards.

Q. That is right. How did you happen to have Mr. Porter and his wife with you?

A. More or less, Mr. Porter was a lieutenant to help work the thing out, and I had to have him with me.

Q. Mr. Porter was a lieutenant and you had to have him with you for other purposes?

A. No, in this particular case, because we were working on kind of a business deal, and he had to be with me.

Q. And that was the reason.

(Testimony of Victor Elmer Kangas.)

A. Uh huh.

Q. What time did you go over to his house?

A. Possibly about 6:00 or a quarter after 6:00, maybe.

Q. Had you had dinner or supper?

A. Yes.

Q. You had that?

A. Yes, I think we had.

Q. Did he know you were coming?

A. Yes, I believe I told him I would be there.

[301]

Q. What did you tell him when you told him you would be there?

A. Oh, I told him that I had to run an errand and it wouldn't take but a few minutes, probably, and asked them if they wanted to go along with us.

Q. You didn't tell him what it was?

A. Well, I didn't know myself, exactly what it was going to amount to. I told him in a few words what it might be.

Q. Oh, you told him what it might be, then?

A. Yes.

Q. In other words, when you went to the telephone, he knew what you were going to telephone about?

A. Oh, yes.

Q. You are sure of that?

A. I think he did.

Q. Referring to your meeting at the Jonathan Club, you attended more than one meeting at the Jonathan Club, didn't you, with Mr. Livingston?

(Testimony of Victor Elmer Kangas.)

A. No, I don't believe I was there only once at that time.

Q. Just once? A. Yes, sir.

Q. All right. That was when you had dinner and the rest of them did, and Mr. Livingston didn't?

A. That's right.

Q. How long did you stay there while Mr. Livingston was [302] there?

A. Oh, it would possibly have been a half hour.

Q. Who told you to be there for that meeting?

A. Mr. Livingston.

Q. What did he tell you about it?

A. Just asked me to be up to the Jonathan Club.

Q. Didn't he tell you why he wanted you there?

A. No.

Q. When did he tell you that?

A. During that day.

Q. You don't remember what time?

A. Yes, I think it was in the afternoon, as near as I can remember. I wouldn't swear to that.

Q. But he didn't tell you why he wanted you there? A. No.

Q. Did he tell you who else was going to be there?

A. Yes, I think he told me Mr. Porter and Mr. Hodges would be there.

Q. After you got there what was said by anybody? What was the first thing that was said?

A. Oh, we went up to Mr. Livingston's room, and was there a few minutes, possibly five or ten minutes.

(Testimony of Victor Elmer Kangas.)

Q. Was anything said up there?

A. Oh, nothing of any importance.

Q. Just passing the day? [303]

A. That's it. Then we went into the dining room and had dinner. During the dinner Mr. Livingston talked a little bit. I done all the listening.

Q. Just a minute. What did he say?

A. Well, he thought that we had done a swell job.

Q. What did he say? Did he say that? You said he thought you had done a swell job. Is that what he said?

A. Yes, he said we had done a swell job, a bang up job in organizing the union.

Q. You remember the words he used?

A. I wouldn't say he used those particular words, but——

Q. You don't know whether he said, "Bang up"?

A. Well, I believe "bang up" was used in that.

Q. Go ahead.

A. And he told us how he appreciated the co-operation he had received.

Q. Did he say anything about any reward to anybody for this bang up job that had been done?

A. I believe at that time he mentioned something about having—we would be well taken care of.

Q. Do you remember what he said in that regard?

A. Well, not word for word, meaning that we

(Testimony of Victor Elmer Kangas.)

wouldn't have to worry about a job, would be taken care of.

Q. Did any of you fellows ask him what you would get out of this business? [304]

A. No, sir.

Q. He just volunteered that you would be well taken care of? A. That's right.

Q. Did he say he would give you a lifetime job?

A. I don't think he mentioned a lifetime job. He said we would be taken care of as far as our job is concerned, and we wouldn't have to worry about work in the future. In other words, to that effect. I don't remember it word for word. He might have used "lifetime job."

Q. What did you say?

A. I told him that was pretty nice.

Q. What was your feeling about organizing this independent? Did you personally think it all right to do it?

A. It didn't make any difference to me, because I wasn't involved in it in any way. It wasn't going to help me, or anything.

Q. You didn't have any objection to doing it?

A. None.

Q. You didn't have any objection to the C. I. O. being in the plant? A. No.

Q. And you didn't have any objection to the A. F. of L. being in the plant? A. Oh, no.

Q. Can you fix the date of the Jonathan Club visit we have [305] been discussing——

A. I don't know; that might have been a week

(Testimony of Victor Elmer Kangas.)

or so or it might have been four or five days after the first meeting with the employees in the plant office.

Q. —when these 15 or 18 men came in?

A. Yes.

Q. You would fix it four or five days and not in excess of that? A. No.

Q. About four or five days?

A. It could have been a few days either way. I wouldn't know.

Q. That is as positive as you can fix it at the present time? A. Yes.

Mr. Watkins: I am going on to another point, now.

Trial Examiner Whittemore: All right. Then we will take our noon recess at this time until 1:30.

(Whereupon a recess was taken at 12:30 o'clock p. m., until 1:30 p. m., of the same day.) [306]

Afternoon Session

Trial Examiner Whittemore: The hearing will please come to order.

VICTOR E. KANGAS

resumed the stand, and testified further as follows:

Cross Examination

(Continued)

Q. (By Mr. Watkins): Mr. Kangas, will you

(Testimony of Victor Elmer Kangas.)

state what time of day it was when you first contacted Mr. Lou Porter to tell him what he was to do in connection with this matter?

A. You mean during our first meeting?

Q. That is right. The first time you spoke to Mr. Porter about bringing the men into the office.

A. Oh, I would say that it was somewhere around 10:30 or 11:00 o'clock, somewhere in that neighborhood.

Q. While he was at his machine, you testified?

A. Yes.

Q. When was the next time that day you spoke to him about it?

A. Oh, I spoke to him probably several times during the day.

Q. Six or seven, would you say?

A. Several; might have been two or three times during the course of the day, in the afternoon.

Q. Do you remember when it was? Do you have any recollection now?

A. No, not exactly. I might say it might have been around [307] 1:30, it may have been 2:30; possibly could have been around 3:00.

Q. Do you remember what you said to him?

A. No, not exactly; pertaining to this same thing, I had talked to him about getting the men to go into the office, and encouraged him to go ahead with that and be sure he worked on it constantly, that he would get enough men to go into the office.

Q. Yes. This was the first day you are speaking of?

A. Yes.

(Testimony of Victor Elmer Kangas.)

Q. The first day you spoke to him at all about it, you spoke to him two or three times?

A. Yes.

Q. And along the same line, about getting the men into the office? A. Yes.

Q. Have you ever belonged to either the A. F. of L. or C. I. O.? A. No, sir.

Q. Do you belong to either of them at the present time? A. No, sir.

Q. How far is the Porter house from your house, or was it in 1937?

A. Oh, approximately two miles.

Q. Two miles? [308]

A. Two and a half miles, maybe.

Q. What hours were you working in the plant in July of 1937? A. From 7:00 until 3:30.

Q. You personally, were working from 7:00 to 3:30?

A. Well, I was working longer hours than that. I was working until 4:30 or 5:00.

Q. You had just one shift?

A. No, we were operating 24 hours, three shifts.

Q. In 1937? A. Yes.

Q. Who took your place on the other shifts?

A. Well, I wasn't alternating with anybody. I was assistant works manager and then general superintendent.

Q. In other words, you were just subject to call any time anything went wrong?

A. Yes, sir.

Q. You testified that Mr. Hileman gave you an envelope to be delivered to Mr. Porter?

(Testimony of Victor Elmer Kangas.)

A. Yes, sir.

Q. I believe you testified that that was in the fall of 1938. Can you fix it more definitely than that?

A. I would say it was in either the latter part of August or the early part of September of 1938.

Q. And Mr. Hileman called you into his office with respect to that, did he? [309]

A. Yes, sir.

Q. What time of the day?

A. It was in the afternoon. I would say possibly around 2:00 o'clock, or maybe a little later, 2:30.

Q. Well, you went into his office, and what did he say to you? Do you recall?

A. Yes, somewhat.

Q. What did he say?

A. He said that he had an envelope here with some money in that to reimburse Mr. Porter for the work that he had done in respect to organizing an independent union there.

Q. Just a minute. Was that the only time you ever gave Mr. Porter any money through Mr. Hileman?

A. Yes, sir.

Q. Just this one instance?

A. Yes, sir.

Q. All right. And he said what it was, did he?

A. He said he had some money in that envelope, and to give that to Mr. Porter; that it was to reimburse him for his—for the work he had done in regard to organizing this union.

Q. Is that what Mr. Hileman stated to you at that time?

A. Yes.

(Testimony of Victor Elmer Kangas.)

Q. Did he say anything further to you than that?

A. Well, no. He told me—he did say to be sure and not let anybody see me give it to him, be sure there was nobody [310] else present when I handed him that envelope.

Q. Did he tell you not to tell anybody else about it also? A. Yes, sir, he did.

Q. Did you tell anybody else about it?

A. No, sir.

Q. How long did you carry that envelope? What did you do with it? Put it in your pocket, or what?

A. No, I carried it out to the plant in my hand. I called Mr. Porter into the washroom in the back of the plant and I handed him the envelope and I walked on out of the washroom.

Q. What did you say to him?

A. I told him “here was an envelope Mr. Hileman wanted me to deliver to you.”

Q. You didn’t tell him what it was?

A. No, sir.

Q. What did he say?

A. I don’t remember whether he said anything. He just took the envelope and I walked out of the washroom.

Q. Did you tell him not to open it there?

A. No, I didn’t.

Q. You just handed it to him?

A. That’s right.

Q. You didn’t see him open it then?

A. No, I did not.

(Testimony of Victor Elmer Kangas.)

Q. When was the next time you talked to Mr. Porter about that [311] money?

A. That evening I and my wife went over to the Porter's.

Q. Did you have any particular reason for going over there?

A. No, not any particular reason.

Q. Just a social call?

A. A social call. Well, I was a little interested in knowing what was in the envelope.

Q. I see. Then, what did you say to Mr. Porter about it when you got over there?

A. I asked Mr. Porter what he found in his envelope and he told me he had \$50.00 in there, and he didn't feel so well about it.

Q. Was it a check?

A. No, it was in money, he said.

Q. There wasn't any silver in it at all?

A. He didn't say anything about any silver.

Q. You didn't see the \$50.00?

A. I didn't look at the \$50.00.

Q. I see. What did he say to you about it?

A. He told me, he said, "I got a good notion to take this and tell that Jew son of a bitch to stick it up his brown."

Q. Then what did you say?

A. I didn't say anything that I remember of, because it wasn't up to me to make any cracks or remarks.

Q. Did you tell Mr. Hileman or anybody else in the company [312] about that?

(Testimony of Victor Elmer Kangas.)

A. No, sir.

Q. You didn't mention it at all?

A. No, sir.

Q. Why not?

A. Because I didn't think I should.

Q. Why?

A. Due to the fact that I didn't think I should take that remark to him.

Q. You didn't say to Mr. Hileman, "I delivered that envelope to Mr. Porter and he wasn't very well satisfied with it"?

A. I did, when he asked me, I told him I delivered it to him, but I did not tell him what Mr. Porter told me.

Q. In other words, so far as Mr. Hileman knew, everything was okeh on that money?

A. That's right, but Mr. Porter told me that same evening he would not go any further with the independent union, so far as helping the Thompson Products Company or Mr. Hileman with it.

Mr. Watkins: Read the answer.

(The answer was read.)

Q. (By Mr. Watkins): Did you say anything else that evening along that line?

A. Well, no, not in regard to anything like that. I think we probably talked about a lot of other things, but not shop. [313]

Q. That was all the conversation you had about the money or about the independent union that night?

A. That's right.

(Testimony of Victor Elmer Kangas.)

Q. Did Mr. Porter ever talk to you any further about it than that?

A. Oh, as I remember, he did, maybe once or twice after that, but not to any great extent. He told me at one time he thought it was rather small of them to give him only \$50.00, and he said he really expected more than that, but that was after that. I don't know how long; it might have been six months or it might have been a year and a half.

Q. And Mr. Porter didn't get any more money, so far as you know? A. So far as I know.

Q. And you are certain you yourself never gave him any money of any kind from the management except this one delivery of the envelope?

A. That is right. I never did give him any money.

Q. When did you leave the employment of Thompson Products? A. August 8, 1940.

Q. One other thing, Mr. Kangas, do you remember an incident involving the theft of some valves, for Kinner Aircraft? A. Yes, sir.

Q. About when was that?

A. I believe that that was in the spring of 1938, possibly [314] May, April or May.

Q. Possibly April or May, you say?

A. Yeah.

Q. It could have been later than that, could it?

A. Well, it could have been, yes; but I believe it was in the year of 1938.

Q. You are generally considered to have an extraordinary memory, are you not, Mr. Kangas?

A. That's right.

(Testimony of Victor Elmer Kangas.)

Q. You can remember numbers and dates and things like that extremely well?

A. That's right.

Q. And you have a reputation to that end?

A. I don't know whether I have gotten a reputation on that, but I think I can remember things fairly well.

Q. Yes. Now, you say this occurred sometime in the spring of 1938, April or May or June, along in there?

A. That's right.

Q. Did you have anything to do with uncovering the valve thefts?

A. Well, I engaged Mr. Porter in an investigation.

Q. You did? A. I did.

Q. What did he do in connection with that?

A. He investigated the case, so far as the management would [315] let him go, up to a certain point, and then we was stopped because the person he thought was involved, we was afraid to get any farther into it.

Q. But Mr. Porter acted as a sort of detective or investigator on that?

A. He did.

Q. And you were responsible for putting him into that position?

A. Yes, sir.

Q. Going back to the date on which you left the company, August 8, 1940, did you quit?

A. Well, I guess I just beat them before the ink got dry. I believe that's the way it stands.

Q. What do you mean by that?

A. Well, I understand the skids were greased for me, and I quit before it happened.

(Testimony of Victor Elmer Kangas.)

Q. Let us go back for a minute. When Mr. Livingston first came out in 1937 did you tell him you expected Mr. Dachtler to discharge you?

A. That's right.

Q. Back in 1937? A. That's right.

Q. The very first visit?

A. I don't believe it was the first visit. However, I think it was the second visit. [316]

Q. I see. All right. Now, going back to this last incident, you said something about you got out before the ink got dry. Just what do you mean by that?

A. Well, Mr. Hileman had an ad run in the paper, advertising for a plant manager for a plant that was engaged in manufacturing aircraft and automotive hardened and ground parts, and from that ad I knew exactly it was the Thompson Products, because we were the only, or Thompson Products was, at that time, the only plant engaged in manufacturing of automotive and aircraft hardened and ground parts, west of the Rockies, or west of Chicago.

Q. What did you do when you saw that ad?

A. I took it into the office and laid it on his desk and I told him to lay the cards out on the table and tell me what he wanted to do.

Q. Had you had any warnings prior to that time by Mr. Hileman that he was going to let you go?

A. Yes.

Q. How many? A. Oh, two.

Q. How long before this?

(Testimony of Victor Elmer Kangas.)

A. Possibly 60 days before.

Q. What for?

A. He told me to fire half of the crew and all of the foremen and he would give me 30 days to do it, and I told him I [317] absolutely refused to do it.

Q. That was the reason he gave you for threatening you with discharge?

A. That's what he told me.

Q. Did he tell you any other reason than that?

A. No, he didn't.

Q. What was said to you at the time you came in and showed him this newspaper ad?

A. He told me he had asked me to discharge a number of the force in the plant and some of the foremen and that I had refused to do it, hadn't carried out his instructions, and that was the only reason he had, or told me, he was leaving me go.

Q. He didn't discuss anything about the conduct on your part? A. Not with me.

Q. Or he hadn't at any previous time discussed any conduct on your part in the plant?

A. Not with me he hadn't, because I asked him that very day in his office. He hasn't discussed it with me.

Q. Have you got such a place as a dispensary down there? A. A first-aid room?

Q. A first-aid room. A. Yes.

Q. Did anybody ever find you asleep there during working hours? [318]

A. Yes, I was asleep there during working hours one afternoon.

(Testimony of Victor Elmer Kangas.)

Q. What was said to you at that time?

A. Not a thing. He asked me what was the matter with me and I told him I didn't feel very well.

Q. What did he do about it?

A. He said, "Why don't you go down to the doctor?"

And I said, "I don't need to, I just laid down here and went to sleep."

Q. How long was this before your discharge?

A. Possibly three months.

Q. Did you go to a doctor?

A. I was under a doctor's care at that time.

Q. Somebody recommended by Mr. Hileman?

A. That's right.

Q. Am I correct in saying this, Mr. Kangas: That you now testify that at no time either at the time of your discharge or prior to it was any mention made of any improper conduct on your part, or your duties, or in connection with your duties at the plant?

A. No, sir, not to me there wasn't.

Q. How did you end your conversation—strike that, please.

What else was said in this newspaper incident that you mentioned, when you talked to Mr. Hileman?

A. You mean in the course of this conversation that Mr. [319] Hileman and I had?

Q. Yes, just about August 8th of 1940.

A. Well, I told him, I said, "If you want to

(Testimony of Victor Elmer Kangas.)

get rid of me, why don't you lay your cards on the table?"

I said, "As man to man I don't see any reason why you shouldn't." I said, "If you want me to leave, why don't you write it out?"

He said, "I will give you thirty days notice from the time I want you to leave."

I said, "That's all right, but I am going to look for new employment this afternoon."

I went out that afternoon and I got a job with Aircraft Accessories, two days later I went to work.

Q. Have you related all the conversation that took place between you and Mr. Hileman at the time you left the employment?

A. No. He told me one of the reasons was he wasn't satisfied with me, was due to the fact that I had a brother and cousin there, that they had received more overtime than any two people in the organization. I told him that was no fault of mine. "I have foremen that take care of the jobs, and they assign the work. Don't lay it on me."

Q. Was anything else said at that time?

A. Not that I remember.

Q. Have you related all the conversation that took place that afternoon? [320]

A. That was in the morning.

Q. Whenever it was; how long after that did you leave the plant?

A. Oh, I left the plant possibly about a quarter to 12:00.

Q. And you had no further conversation with Mr. Hileman about your leaving?

(Testimony of Victor Elmer Kangas.)

A. I came back the next day and the day after, when I left, I went in and shook hands with him, and told him I was leaving.

Q. You didn't ask him to take you back?

A. No, sir.

Q. Did you at any time ask him to take you back?

A. No, sir.

Q. Did your wife at any time, to your knowledge, go to him and ask him to take you back?

A. Not to my knowledge.

Q. Did you make any statements after that discharge to anyone in the plant about your feelings towards Thompson Products and Mr. Hileman personally?

A. Not that I remember of.

Q. You don't recall?

A. I don't recall it.

Q. You went to Aircraft Accessories after you left Thompson Products. How long were you there?

A. About two months, I guess. [321]

Q. Then where did you go?

A. I resigned there and went over to Western Aviation.

Q. How long were you there?

A. Possibly a month and a half.

Q. Then where did you go?

A. I went to Johnson and Stevenson, they were opening a new plant.

Q. How long were you there?

A. I left there three weeks ago.

Q. Then where did you go?

A. Precision Machine Works.

(Testimony of Victor Elmer Kangas.)

Q. What about the Aerial Corporation? Didn't you work for them?

A. That is the same place.

Q. As what?

A. Johnson and Stevenson.

Q. How long were you with them?

A. From November 27, 1940, until three weeks ago.

Q. Why did you quit the Aerial Corporation?

A. Because I wasn't satisfied.

Q. Over what?

A. That's my business.

Q. In other words, you would rather not state?

A. That's right.

Q. Prior to your quitting there had the American Federation [322] of Labor filed charges against you in that company for fostering C I. O. in that plant?

Mr. Moore: Objected to.

Mr. Watkins: Let me ask the witness if he knows; maybe he doesn't know.

Mr. Moore: I object to the question.

The Witness: As far as I know, they haven't.

Trial Examiner Whittemore: I will permit the witness' answer to remain, if he knows.

Mr. Watkins: The witness says so far as he knows they haven't. That is all.

Redirect Examination

Q. (By Mr. Moore): Mr. Kangas, do you know how Mr. Porter was paid for that detective work he did, if he was paid?

(Testimony of Victor Elmer Kangas.)

A. He told me, as he told me he got one fifty dollar bill.

Q. Who told you that? A. Mr. Porter.

Q. He told you he received \$50.00 for it?

A. Yes.

Q. Did you give it to him?

A. I gave him the envelope, but I did not see the money.

Q. You gave him an envelope for the detective work in connection with the stolen valves, that is what I am speaking of.

A. Oh, no; so far as I know he was never paid for that work.

Q. Do you know whether or not he was paid for it? [323]

A. I don't think he was. I don't know that he was.

Q. Do you know whether or not he used his car in that investigation? A. Yes, he did.

Q. Were his expenses paid, or do you know?

A. That I don't know.

Q. Were you ever given any money to give to him in payment for that work?

A. No, sir.

Q. At the time you left Thompson Products were you and Mr. Hileman quite angry with each other?

A. Well, he didn't kiss me when I left, or anything like that, but we were on friendly terms, yes.

Q. Did you hear from him shortly after that?

(Testimony of Victor Elmer Kangas.)

A. Yes, a telephone conversation.

Q. Did he ever write to you? A. No.

Q. Did he ever give you a written testimonial?

A. Yeah. He gave me a note about two weeks after I left their employ.

Q. When was that? A. In August.

Q. 1940?

A. 1940, possibly around, oh, the 15th or 20th of the month.

Q. Did he hand it to you? [324]

A. No, it was sent to me in a box of cigars.

Q. Who sent the box of cigars to you?

A. His secretary.

Q. Was that done by mail? A. Yes, sir.

Q. Sent by mail? A. Yes, sir.

Q. A box of cigars? A. Yes, sir.

Q. And inside that was a note?

A. Yes, sir.

Q. What did the note say?

A. I have it in my pocket. The note says:
"V. E. Kangas——"

Mr. Watkins: Just a minute. I think if the note is here it ought to be introduced in evidence in the proper fashion, and not have the witness read it into the record.

Trial Examiner Whittemore: I agree with you.

Mr. Moore: How was that?

Trial Examiner Whittemore: I agree with Mr. Watkins.

Mr. Moore: Will you mark this as Board's 7 for identification, please?

(Testimony of Victor Elmer Kangas.)

(Whereupon the document referred to was marked Board's Exhibit No. 7 for identification.)

Mr. Watkins: May we see it, please?

Mr. Moore: I will ask him to identify it. [325]

Mr. Watkins: All right.

Q. (By Mr. Moore) I have had this piece of note paper which you produced from your pocket marked Board's Exhibit 7 for identification. Will you state what it is, if you know.

A. Shall I read this?

Q. No, just say what it is.

A. Well, it's a note from Mr. Hileman to me that I received in a box of cigars when I was employed at the Aircraft Accessories.

Q. About two weeks, I think you said, after you left?

A. Approximately, to the best of my memory. I haven't looked at the date of that.

Mr. Moore: I will offer Board's Exhibit 7 for identification in evidence.

Trial Examiner Whittemore: Any objection?

Mr. Watkins: No objection.

Mr. Baldwin: No.

Trial Examiner Whittemore: All right. The document is received.

(The document heretofore marked Board's Exhibit No. 7 for identification was received in evidence.)

(Testimony of Victor Elmer Kangas.)

BOARD'S EXHIBIT No. 7

Write It—Don't Say It!	Intercommunicating Memorandum
To V. E. Kangas	Date August 13, 1940
From P. D. Hileman	

Dear Vic:

I am sorry I didn't get in on the kitty for the shotgun the boys presented you with, but herewith a damned good box of cigars as a token of my high regard for the many good jobs you did for me while at Jadson.

With all best wishes for the new job, I am

Sincerely,

P.D.H.

PDH:G

Keep This Sheet for Future Reference

Q. (By Mr. Moore) On cross examination, Mr. Kangas—

Trial Examiner Whittemore: May I suggest, in view of the condition of this, that we have copies made. You do not [326] question the authenticity of this in any way, do you?

Mr. Watkins: I don't know. It is the first time I ever heard of it.

Trial Examiner Whittemore: Suppose we keep it here, in the event you do raise any question, but thereafter we have copies made so we can give it back to the witness, unless you do raise a question.

(Testimony of Victor Elmer Kangas.)

Mr. Watkins: Oh, yes. After we check on it, we have no objection to a substitution.

Trial Examiner Whittemore: Well, it will just be kept in the reporter's hands, but you have copies made, so you can substitute them in the event Mr. Watkins has no objection.

Mr. Moore: All right.

Q. (By Mr. Moore) You were asked on cross examination as to the date on which membership cards, or a card, was distributed in the plant after a delegation of employees had visited the management.

A. Yes, sir.

Q. And I think you said definitely that was August 3, 1937?

A. I said approximately on August 3rd, as well as I could remember. I think it was August 3rd.

Q. Do you recall it was a Tuesday?

A. Tuesday.

Q. Will you examine this calendar now and tell me whether or not it was exactly August 3rd, or whether it may have been [327] August 3rd or another date close to that?

A. I would say it was August 3rd.

Q. May it have been the Tuesday before August 3rd?

A. Yes, it could have been the 27th day of July.

Trial Examiner Whittemore: Do you mind if I raise a point? I think all we are interested in is determining the approximate date of this. There seems to be some confusion. I suggest you show him Mr. Porter's signature on that card, which

(Testimony of Victor Elmer Kangas.)

is produced by the Alliance here, and which bears, as I recall, the date of July 27th, and see whether or not that serves to refresh his recollection.

The Witness: As I remember now, it was the last week of August.

Trial Examiner Whittemore: I don't think after this long a period of time that one week one way or the other is going to make any difference, but it does make a difference to this trial examiner when he comes to write his report.

Mr. Watkins: I think it may make a difference in regard to whatever point——

Trial Examiner Whittemore: Whatever point you may have made in attacking the witness' credibility is already in the record. But what I am after is to establish the date. Here is the card produced by the Alliance which bears the date, and I confess I would like to have it straightened out, if I can. [328]

Mr. Watkins: All right.

Mr. Moore: I don't know whether this witness can refresh his recollection from this card. I will ask him.

Trial Examiner Whittemore: Ask him if he can.

Q. (By Mr. Moore) I will show you Board's Exhibit 6 and ask you if that refreshes your recollection as to the date on which those cards were distributed?

A. Yes, the 27th day of July, which would be Tuesday.

Q. It is your recollection now it was the 27th day of July of 1937? A. That is right.

(Testimony of Victor Elmer Kangas.)

Trial Examiner Whittemore: The point is, Mr. Watkins: I think you said either the date on the card must be wrong or his recollection, when he said August 3rd, must be wrong, because these efforts occurred the first day, as I recall it, that the cards were in existence.

Q. (By Mr. Moore) Mr. Kangas, do you know whether or not Mr. Clark was in the plant at the time you asked Mr. Porter to join the C. I. O.?

A. No, he was not, as I remember, because I very distinctly remember Mr. Dachtler asking me to have someone do it.

Q. Are you certain of that, or is that your best recollection?

A. Yes, I believe Mr. Clark was there at the time, come to think of it. I believe that was just before he left the plant, [329] as I hazily remember a conversation with Mr. Clark and myself in respect to having somebody join the C. I. O., along with Mr. Dachtler. I am quite sure now that Mr. Clark was there.

Mr. Watkins: Are we talking about two different conversations or one, or what? May we tie this down in some way.

Mr. Moore: I do not intend to inquire about the conversation. I was only trying to fix whether or not Mr. Clark was in the plant.

Mr. Watkins: Oh, I see. Then I move the witness' answer be stricken, except in answer to that question, as being not responsive to the question.

(Testimony of Victor Ehner Kangas.)

Trial Examiner Whittemore: All right, it may be stricken.

Mr. Moore: What portion of it? The explanation that he appended?

Trial Examiner Whittemore: That part in which he explains why he thought Mr. Clark was in the plant; the part containing his answer that he believed Mr. Clark was there may remain.

Mr. Moore: All right. No further questions.

Mr. Watkins: I would like to ask the witness, Mr. Examiner, if I may, to just copy in pencil the first two sentences on this Board's 7 for identification, and sign his name. Do you have a pencil?

The Witness: Yes.

Mr. Watkins: Then I would like to take a short recess, if [330] we may, for about five minutes before I determine whether or not there is anything further I would like to ask Mr. Kangas.

Trial Examiner Whittemore: All right. We will take a five minute recess at this time.

(A short recess was taken.)

Trial Examiner Whittemore: Will the witness take the stand, please?

Mr. Watkins: I had asked the witness to write a portion of Board's Exhibit 7, and print a portion of it. He did both, but I asked him to print a portion of it in capital letters, and the witness is unwilling to do that.

The Witness: Why do I have to do that? Is it necessary?

(Testimony of Victor Elmer Kangas.)

Mr. Watkins: I would like to request that he be instructed to do that.

Trial Examiner Whittemore: Is this your last request? I am not going to keep the witness all afternoon to suit your caprices on this thing. You asked him to write, and he did. Is this the last you are going to ask him to do?

Mr. Watkins: Mr. Examiner, yes; and I think, perhaps, it is unfair of the Examiner to conclude it is caprice on my part. I have a reason for asking it and it isn't caprice.

Trial Examiner Whittemore: Whatever it is, I am not going to keep the witness all afternoon to do these things. Is this the last you are going to have him do?

Mr. Watkins: I would like to have him write in capitals [331] one line, if he will do it.

The Witness: I don't see why I should have to do that.

Trial Examiner Whittemore: Go ahead then; write a line in capitals.

The Witness: Do I have to do that? I want to know why. What do you want? The first line?

Mr. Watkins: It doesn't make any difference. That is all right.

(The witness complies with request.)

Mr. Watkins: I think that's enough. Thank you.

Recross Examination

Q. (By Mr. Watkins) Mr. Kangas, in the telephone conversation that you had with Mr. Liv-

(Testimony of Victor Elmer Kangas.)

ingston with respect to the printed cards, how long did you talk to him?

A. Oh, possibly ten or fifteen minutes.

Q. During that time you made notes of what he had said to you over the telephone?

A. Well, I took it word for word.

Q. What did you do with that paper you had?

A. I left it with the printers.

Q. Did you ever request it back?

A. No, sir.

Q. Did you print it or write it?

A. I wrote it.

Q. On what? [332]

A. On a piece of white paper.

Q. Where, in the telephone booth?

A. Well, I don't know just exactly where it was in the telephone booth, I wrote it as he was talking; probably a shelf there.

Q. You don't recall?

A. Yes, I think there was a shelf I was writing on.

Q. You mentioned in your direct examination about minutes of the meetings of the Alliance's committee and the company being changed?

A. That's right.

Q. Do you remember any instances where the minutes were drafted by the company and were changed by the Alliance?

A. No. I know where the company changed the Alliance's minutes.

Q. All right, you testified to that; but do you

(Testimony of Victor Elmer Kangas.)

remember a reverse side of it, where the Alliance changed anything written by the company?

A. No, I can't say I do.

Q. You don't recall any instance of that kind?

A. No.

Q. Referring again to this card, which is Board's Exhibit 6, when was the first time that you examined one of those cards?

A. Tuesday, August—Tuesday, July 27, 1937.

Q. Where did you examine it? [333]

A. Out at the gate.

Q. Who had it?

A. I think Lester Bebb had it.

Q. How did you happen to examine it?

A. Oh, I wanted to look at it.

Q. You just asked him for one and took a look at it?

A. Yes.

Q. Since you have left the Thompson Company have you made any statements to anyone about products put out by Thompson Products being inferior, being too high priced, or anything of that kind?

A. No, sir.

Mr. Moore: Objected to as immaterial.

Trial Examiner Whittemore: I will permit the witness' answer to stand.

The Witness: I haven't anyway, so it doesn't make any difference. I haven't made any remarks like that.

Q. (By Mr. Watkins) Have you sent any telegrams of any kind to the company under assumed

(Testimony of Victor Elmer Kangas.)

names with respect to any immoral activities that were alleged to be going on at the plant?

A. No, sir.

Mr. Watkins: I think that is all. I would like to introduce this document in evidence as Respondent's Exhibit 2.

Trial Examiner Whittemore: For what purpose? [334]

Mr. Watkins: I will want it, Mr. Examiner, for identification at a later time on a document.

Trial Examiner Whittemore: You can mark it, if you wish. I certainly am not going to admit it in evidence until I find out what the purpose is.

Mr. Watkins: The purpose now is to identify the handwriting and printing of this witness.

Trial Examiner Whittemore: It is not material to the issues so far. I suggest you have it marked for identification with your next exhibit number.

Mr. Watkins: That is satisfactory, providing that no objection will be raised at that time that no foundation has been laid because this witness will not be present at that time.

Trial Examiner Whittemore: Well, I don't know about foundation. I think we all agree that's the document you asked him to print.

Mr. Watkins: That is all I need then, Mr. Examiner. Under those circumstances I am satisfied to have it marked now for identification.

Trial Examiner Whittemore: All right.

(Thereupon the document referred to was marked as Company's Exhibit 2 for identification.)

(Testimony of Victor Elmer Kangas.)

Trial Examiner Whittemore: Have you any further questions?

Mr. Moore: I have no further questions. [335]

Trial Examiner Whittemore: Have you, Mr. Baldwin?

Mr. Baldwin: I would like to ask one question.

Q. (By Mr. Baldwin) You say you saw the card for the first time on Tuesday, July 27th?

A. Yes.

Q. Was that the same day in which the meeting was held, in which the group of 15 or 18 were present?

A. That's right.

Mr. Baldwin: That is all.

Trial Examiner Whittemore: All right. Then the witness may be excused. Thank you.

(Witness excused.)

Mr. Moore: Will you mark this as Board's Exhibit 8 for identification?

(Thereupon the document referred to was marked as Board's Exhibit No. 8, for identification.)

Mr. Moore: I have had marked for identification as Board's Exhibit 8 a small red booklet on the cover of which appears the following: "Thompson Products, Inc., West Coast Plant Employees Hand Book."

May it be stipulated that this is a hand book published by or in behalf of Thompson Products, Inc., and that after October of 1940 up until approximately two weeks before this date, copies of

this booklet were distributed to each new employee who came into the plant, and also to all old [336] employees who asked for them?

Mr. Watkins: Yes, it is so stipulated.

Mr. Moore: I offer Board's Exhibit 8 for identification in evidence.

Trial Examiner Whittemore: Well, may I inquire from you what the purpose of this booklet is?

Mr. Moore: Well, I am introducing the whole thing, but at this time I will direct your attention to the section entitled: "Labor Relations," on page 10 of the booklet.

Mr. Watkins: Do I understand counsel to say he is not introducing the whole thing?

Mr. Moore: I say I am offering the whole booklet.

Mr. Watkins: Oh.

Trial Examiner Whittemore: All right. Have you any objection, Mr. Watkins?

Mr. Watkins: No objection.

Trial Examiner Whittemore: Mr. Baldwin?

Mr. Baldwin: No objection.

Trial Examiner Whittemore: The document is received.

(Thereupon the document heretofore marked for identification as Board's Exhibit 8, was received in evidence.) [337]